

National Association of Residential Property Managers

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## PROPERTY MANAGEMENT GUIDELINES

If you are contemplating renting your home, or you acquire a residential rental property, the first decision you must make is whether to manage the property yourself or turn it over to a professional management firm. To aid you in making that decision, we have prepared these guidelines. If you are already familiar with all the aspects of managing rental properties, these guidelines will explain in detail how our firm will manage your property. If you haven't owned rental property before, understanding all the business matters will help you decide whether to manage the property on your own or contract with Property Management Services of Texas.

Property Management Services of Texas, Inc. has been serving San Antonio since 2014. We are a full service real estate office with one of the largest property management companies in San Antonio. Our property management staff consists of four full-time professionals with extensive backgrounds in real estate and business. Their primary duties are to obtain maximum income and to ensure your property is well maintained. These responsibilities are carried out in accordance with the instructions and authority delegated to us in the Residential Leasing and Property Management Agreement (**Attachment 1**). Our principal income from this service is based on a percentage of the rents collected. Good communication between us is essential for a successful and profitable relationship. The biggest part of our job is to make sure that both you and the resident receive just and equitable treatment.

Responsible tenants are valuable assets to both of us. A satisfied tenant can bring us referral business and will be more inclined to care for your property as if it was their own. ***As the owner of the property, it is best that you avoid direct communication with the resident and refer all inquiries to our office.***

## ADVERTISING

Renting of homes is a merchandising rather than a selling effort. Many residents find their homes by scrutinizing the outer appearance of properties in neighborhoods where they desire to live. The placement of signs with our company name and telephone number is one of our best means of attracting potential residents. The rental sign directs interested parties to our office for more explicit information. We also obtain residents from the internet, our yellow page ad in the telephone book, referrals from satisfied clients, other real estate companies, walk-in business, military housing offices, and rental agencies. With upgrades in modern technology, we have developed a web page, which provides information on rental homes to families that are planning to relocate into the San Antonio area. We have found newspaper advertising in the classified columns to be an effective media for renting, since it informs the prospective resident of the availability of the property, its location, size, and rental cost. You are only billed for advertising that you specifically request; we pay for all other advertising. Properties for lease are listed in the San Antonio Board of REALTORS (SABOR) Multiple Listing Service (MLS) approximately 30 days prior to vacancy. Once the properties are listed in the MLS, they are also available on the internet at [www.sahomesearch.com](http://www.sahomesearch.com) or [www.mysa.com](http://www.mysa.com).

## SIGNS

"For Rent" signs are normally placed on a rental property thirty (30) days prior to the property's availability date or, in the case of a new property, on the date the unit first comes under our management or when designated by you. Unless restricted by neighborhood associations or city ordinances, signs are placed in the yard where they are visible to traffic.

## SHOWING THE PROPERTY

Before properties are shown, prospective residents are advised of available properties and the specifics of each. Information given generally includes the type of unit, the number of rooms, rental fee, security deposit, schools, limitations placed on use of the property, etc. Preliminary qualifying begins here. Our agent tries to determine family size and composition, rental history, current rent and desired date of move-in. This is done in the office or over the telephone and then, if the customer is still interested, one of our sales associates or leasing agents will show the unit that meets the prospects needs.

## APPLICATION AND SCREENING

After a prospective resident has been shown a particular property and has expressed a desire to lease it, each prospective resident over the age of eighteen (18) is required to complete our RESIDENTIAL LEASE APPLICATION and addendums (**Attachment 2**). Upon completion of these forms, applicants are required to deposit with our firm an application deposit equivalent to one month's rent and a non-refundable application fee. The company, to defray the cost of processing the application, retains the non-refundable application fee. Upon approval of the application, the application deposit then becomes the security deposit for the property. Screening includes a credit report from the San Antonio Retail Merchants Association (SARMA), and telephone calls to employers, banks to determine availability of funds, and to former landlords to determine if the applicant is acceptable. The credit report includes credit files from each of the three major reporting systems: TransUnion, Experian, and CBI/Equifax. A background check is then made at PublicData.com where we check criminal and sex offender information on each applicant. We also complete our RESIDENT QUALIFIER sheet (**Attachment 3**). If accepted, applicants are so informed and then moved into the home based on an availability date established for the property. In-processing includes a detailed explanation of the lease, lease execution, collecting pro-rated rent, and providing the resident with a copy of our Resident Information Letter (**Attachment 4**) and Inventory and Condition Form (**Attachment 5**). Our Resident Information Letter further explains our lease agreement and provides information about rental payments, lawn fertilization and maintenance, pets, service calls/emergency repairs, check-in/out procedures, lease renewal and termination, utilities, security deposit, etc.

## PET CONTROL

The property owner determines whether or not pets are permitted in the property. We use our vendors to help us monitor the presence of unauthorized pets. Some owners will not allow pets, others will allow a small pet, and still others have not expressed their desires. We require a pet deposit for each pet and a portion of this deposit is not refunded, but instead is used to deflea the residence and landscape upon the resident's departure. Some individuals consider certain breeds of large dogs (i.e. Pit Bulls and Rotweilers) to be dangerous. Since there is some debate regarding this subject, our attorney has suggested requiring liability insurance from the tenant as a means of protecting the property owner and our company. Of course, the residents are liable for any damage caused by pets. A sample Pet Agreement is included as (**Attachment 6**). We also impose a limitation of the number of pets allowed on the property to no more than two (2) pets unless more are authorized by you.

## RENTAL PERIOD

All leases are in writing and are normally written for a one-year period. Longer leases are approved after discussion with the property owner. A sample Residential Lease is enclosed (**Attachment 7**). Please retain a copy of this lease for your reference, as we do not provide owners with a copy of the lease for each new resident or renewal. The monthly statement gives you the lease amount, deposits, and lease expiration date. With the owner's approval, during slower rental periods we accept leases for less than one year in order to have the lease expire during the period of heavier turnover months. On occasion we may elect to place a resident on a month to month rental basis to accommodate the owner selling the property, a tenant's pending departure, or moving the property into a more active rental period.

## RENTAL INCREASES/LEASE RENEWALS

Unless we receive specific written instructions from you at least 60 days prior to a lease expiration date, rent increases (if any) and lease renewals will be solely at our discretion (the lease expiration date is indicated at the bottom right corner of your monthly statement). When making the decision to raise or not raise rents, we consider market conditions, neighborhood conditions, resident payment history and length of occupancy, property condition, time of year and anticipated expiration date of any renewal. Any decision has its pros and cons, but all of our decisions are made with your best interests in mind. **Once a lease is signed, it cannot be changed, so it is very important for you to notify us well in advance of your desire to make changes.** Your account is charged a minimal fee for each lease renewal we prepare.

## RESIDENT PURCHASING A HOME

We sell homes as well as manage them for owners. When residents purchase a home prior to their lease expiration, they fall into the same category as a tenant who breaks their lease and all rules pertaining to breaking a lease apply.

## BREAKING THE LEASE

A lease contains three provisions by which a resident can terminate his or her lease. Military deployment or transfer, situations involving family violence, or certain sex offenses. Please see Residential Lease (**Attachment 7**) Paragraph 28. Early Termination. Occasionally, a resident's civilian employer requires them to transfer to another city. In this case we will allow the resident to terminate his or her lease by furnishing written evidence of his or her transfer, and providing written notice at least thirty days prior to vacating the house. Also, if a tenant will bear all expenses normally experienced with re-letting, and pays the rent until the home is re-rented, they may be released from their obligation. Any repair that is required by law, i.e. re-keying, cannot be charged to the tenant.

## EVICTION PROCEDURES

Eviction procedures are initiated against the residents if they have not paid their rent by the fourth (4th) day of the month. This first step is called **a Notice to Quit or Vacate (NTQ)**. If, after approximately ten days, the resident does not respond to previous notices, we ask the court to proceed with the second step of the eviction process, **a Forcible Entry and Detainer Notice (FE&D)**. The FE&D demands that the resident appear in court on a certain day. At that time one of our staff members appears in court to represent your interests and will make a claim for all rent due. The provisions of an eviction notice can vary. Some give the resident (five) 5 days to move, while others allow the resident to remain in the house if they pay the full amount due, including any late fee. The third and most sensitive step of eviction is what is known as asking the court for a **Writ of Possession** or simply a Writ. A Writ is required when a resident fails to vacate in compliance with the FE&D ordered by the court. The Writ process requires us to hire a crew to set a resident's belongings at street side, or in storage during inclement weather. When you have monetary damages as a result of this process the court issues a judgment. We file the judgment in the applicable county records and with the credit bureau. On the average it takes about forty (40) days to evict a resident, and hopefully this will not happen with your property. If the eviction is especially touchy OR for a reason that does not include non-payment of rent, the services of a licensed attorney may be required. You will need to specify the attorney that will work for you. The real estate license act does not permit us to hire an attorney for you. The attorney's fee will be billed to your property. Please remember that you not only have lost substantial rental income but have also incurred approximately \$300.00 in legal expenses and possibly even a larger sum for repairs.

## ABANDONED PROPERTIES

Our lease agreement contains a clause which gives us authorization to take possession of the property and cancel the lease if the resident has abandoned the premises for five (5) consecutive days while in default. Household and personal items left behind by the resident will be considered abandoned property and will be disposed of by contractors hired to clean the property. The court must handle any further claims on the abandoned property.

## DEATH ON PROPERTY

If a tenant dies while residing in a property the landlord has certain obligations under the Texas Property Code. "This statute provides owners a way to quickly and lawfully dispose of property of a deceased resident and avoid any liability to the deceased resident's estate. At the same time, the statute contains safeguards for the deceased's beneficiaries under a will or the deceased's heirs if the deceased dies without a will. The statute does not apply to the extent that a lease or other agreement between the owner and resident provides for a different procedure." (*TAA Redbook 2004-2005*). Our rental application asks for the Emergency Point of Contact. We use this information when preparing the lease. Obligations of the estate and heirs to pay rent continues after death, however, if the property is vacated, we are obligated to mitigate the loss by customary diligence to re-let and minimize damages. Depending on the circumstance of death, the health department and other government agencies may need to be contacted for special clean up guidance. We highly recommend that the owner of the property disclose the death that occurred in all future lease, listing and sales agreements.

## INSPECTION OF PROPERTY

Anytime you desire to do an interior inspection of the property, we must give the resident advance notice. In an emergency, however, the lease agreement permits us to inspect or make repairs to the property at all reasonable hours. Remember that we cannot dictate how the resident keeps the interior of the house. We do perform drive-by investigations of the property to ensure the yard and exterior is being cared for. In the event the exterior is being neglected we call the tenant for a walk through and interior assessment of the property condition. We send a notice to the resident asking them to cure any noted deficiency. On more serious violations we will inform you of the problem and recommend what corrective action should be taken. Our staff members are not licensed property inspectors, but they do have a vast experience in reviewing properties and assessing their marketability to the rental market. For an additional fee, we can arrange for an inspection of your property by a professional inspector licensed by the State of Texas to perform a property inspection.

## CHECK-IN AND CHECK-OUT PROCEDURES

When a resident is accepted, an appointment is made to sign and explain the lease agreement and move the resident into the property. At the time of check-in, one of our staff will explain the lease agreement and answer any questions the resident might have about the property or lease. The resident is then allowed seven days after move-in to notify us, in writing, of any defects/discrepancies. Any items requiring immediate attention will be repaired at the owner's expense. This **INVENTORY AND CONDITION FORM (ATTACHMENT 5)** is the basis and guide for the resident's move-out. Any defects not noted on the list are brought to the attention of the resident and our staff determines whether the defect is a result of normal wear and tear or negligence. The cost to repair any damage caused by negligence is deducted from the resident's security deposit.

## MAINTENANCE

While a home is unoccupied, periodic investigations and assessments are made to see that lawns and yards are maintained, the property is presentable, and that no vandalism has occurred. During periods of vacancy, our staff cannot accomplish the task of watering the lawn and shrubs. This is physically impossible for us to do. If this service is desired, we will assist in contracting for the service at your expense. When we have extensive repairs or painting to do, we will ask the assigned contractor to assist in watering.

The lease requires all repair requests to be made in writing. Our Repair Request Form is provided at move in, and is available on our website, in our lobby and via fax. As a service to our residents, and to assist in scheduling work and reducing our heavy telephone traffic, we provide a voice mail system for residents to use for coordinating maintenance and repair requests. While the property is occupied, the residents are requested to notify our office of any problems. If the estimated cost to repair exceeds the maximum that is allowed in the Residential Leasing and Property Management Agreement, you will be contacted for permission to make the necessary repairs. We realize it can be rather upsetting when you receive an unexpected bill from us for repairs made to your property; however, some repairs are urgent and must be corrected immediately. Emergency repairs are made in accordance with our Residential Leasing and Property Management Agreement. Unlike many property management companies, we prepare our leases in a way that requires a tenant to pay the first \$30.00 of repair expenses. The Texas Property Code specifies that an owner has the responsibility to repair all health and safety items. The lease specifies which repairs must be paid by the owner and which must be paid by the tenant. On all other repairs, we will charge the tenant \$30.00. However, if in our opinion, the expense was due to their negligence, the resident will be billed and become liable for the entire amount. Please remember that **all** expenses are billed to your account. If we determine the expense is a tenant charge, then a separate billing is made to the tenant. When the tenant pays, the owner is reimbursed. We will keep you informed of the status and condition of the property you have entrusted to our care. Periodic reviews of your property will be made and a report will be sent advising you of any corrective action we recommend.

On any major repair we will normally obtain at least two bids from reliable contractors. We will send these bids to you or call to discuss them. We ask that you make a timely decision or provide our staff with firm guidance. The bid process is already a timely process, so we need to eliminate delays. You will be asked to forward the funds for the cost of the repair **before** the work is started. It is our policy to use only reliable contractors that do professional work at a reasonable cost. We are not contractors, nor do we hold ourselves to level of performance. When a major project is required on your property, you need to hire professionals to oversee your project to the degree you expect. You may need to hire licensed plumbers, engineers, electricians, or other professionals to assume your project is completed in a professional manner. We will assist you whenever we can. We have used some of our contractors for several years and have found their prices very competitive. At times, a company in which we have an ownership interest may accomplish some of the repairs. Also, we often advance contractors payments for work or offer them incentives. In turn, we may receive discounts, which are retained by the company. However, you can be assured that the cost and quality of work will be competitive with other like contractors. Some property management companies charge owners a service fee based on a percentage of the total cost of any repair -- we do not!

Only when an expense exceeds fifty dollars (\$50.00) will a copy of the repair or utility bill be enclosed with your monthly statement. An explanation/comment will be entered on your statement explaining the type of work/repair accomplished on the property. Billing for repairs will be made directly to our company. We then charge the entire amount to the owner's account. As residents are billed and reimbursements are received, the owner's account will be credited with the amount of reimbursement; this will appear on the statement as **"Maintenance Payment"**. We require owners to maintain a minimum balance in a maintenance account upon signing of the Residential Leasing and Property Management Agreement. Ask our representative what this amount will be.

## LOCKS

Texas law requires all security devices operated by key, card, or combination to be re-keyed by the owner at the owner's expense, no later than seven (7) days after a new tenant has moved into a rental property. Even when a tenant breaks their lease or moves early, the cost to re-key must be borne by the property owner. When no locking devices presently exist on exterior doors and windows, the owner is responsible for the entire expense to have locks installed according to code. When locking devices are already installed and a resident desires additional locking devices, the cost will be borne by the resident. Any re-keying of existing locks after the initial re-keying will be at the resident's expense. The state law requires that each door to the exterior from the living area meet specific requirements regarding locks. Simply stated, when outside the residence, a person with a key must not be able to gain entrance. Also, sliding doors must be equipped with pin locks and "Charlie Bars." Also, a "peep" hole/door viewer must be installed on all exterior doors, to include doors from the residence into a garage, unless the door has unobscured glass.

## KEY CONTROL

We maintain strict control of all keys. Each property is assigned a key control number, not a key labeled with the street address. All keys are locked in a steel cabinet. Keys issued to residents or repairmen are documented. As a minimum, we need three sets of keys to the property. Two sets are provided the resident and one set is maintained in this office.

## SMOKE ALARMS & CARBON MONOXIDE DETECTORS

The Texas Property Code requires all rental units to contain at least one smoke detector/alarm per floor. If your property does not currently meet this standard, it must be brought into compliance prior to occupancy by the resident. City of San Antonio building codes have recently been changed. While these changes generally "grandfather" existing homes, if your tenant receives financial assistance from the City or Federal governments, you may be required to have a smoke detector in each bedroom. We recommend that you install carbon monoxide detectors if your property contains gas fixtures. We believe state law will soon mandate carbon monoxide detectors in rental properties. All detectors should be installed in accordance with their instructions.

## OTHER SAFETY ISSUES

When hot water heaters are located in a garage they must be elevated 18" off the floor. Many homes have been grandfathered since this addition to the building code. However, when an old unit is replaced, it must be installed according to the current code. The cost to elevate is much higher because of the additional labor, a stand and material to raise the supply lines.

When a free standing stove is in place, we must be sure that it has an anti-tilt device installed. This device is designed to prevent pots on the stove from spilling onto a child that may have stepped on an open oven door.

## UTILITIES

Unless otherwise stated in the Residential Leasing and Property Management Agreement or restricted by property limitations, the resident pays for all utilities used on the premises. New residents are advised to notify the appropriate utility companies to have service turned on in their name. During periods of vacancy, utilities will be placed in the company's name and the resulting usage will be charged to the owner's account. Having electricity on greatly enhances the showing of your property when darkness arrives early in the evenings.

## INSURANCE

You should advise your insurance company that the property will be a rental unit. Ensure that you have adequate property and liability insurance coverage. Texas insurance regulations require that any existing homeowner policy be cancelled. In order to protect your investment, the amount of insurance should equal the replacement cost of the property. **IF YOUR RENTAL PROPERTY IS VACANT BEYOND 60 DAYS, REQUEST THAT YOUR INSURANCE AGENT ADD A VACANCY CLAUSE TO YOUR POLICY. WITHOUT THIS CLAUSE YOUR INSURANCE IS INVALID.** There are numerous insurance policies available to Texas rental property owners. Most companies now offer Texas Dwelling Policies (TDP). The Residential Leasing and Property Management Agreement requires the owner to carry insurance adequate to protect all parties. We also require each owner to obtain liability insurance coverage. Please have your agent name DeLaney Realty, Inc. as an additional insured, servicing agent, interested party or property manager in your liability policy. We need this proof of insurance in our files. Many homeowners' policies allow you to extend the liability coverage from that policy to your investment/rental properties for a small additional premium. We must be provided copies of such coverage no later than fifteen (15) days after signing the Residential Leasing and Property Management Agreement. Some insurance companies offer a Residential Dwelling Policy (RDP), which includes liability insurance, but removes some water coverage. To satisfy yourself that you have adequate coverage we recommend you contact your insurance agent for specific details. We will increase our management fee by two (2) percent until you have provided us with proof of liability insurance which names DeLaney Realty, Inc.

## APPRAISAL DISTRICTS

Please be sure to change your mailing address with your County Appraisal District. For Bexar County, the Bexar Appraisal District (BAD), 411 North Frio, P.O. Box 830248, San Antonio, TX. 78283-0248, phone (210) 224-2432 or at web site: [www.bcad.org](http://www.bcad.org); for Guadalupe County, the Guadalupe Appraisal District (GAD), 3000 North Austin Street, Seguin, TX 78155, phone (830) 372-2871 or at web site: [www.guadalupead.org](http://www.guadalupead.org); and for Comal County, the Comal Appraisal District (CAD), P.O. Box 311222, New Braunfels, TX 78131-1222, phone (830) 625-8597 or at web site: [www.comalcad.org](http://www.comalcad.org). You can use our address if necessary, and we will then forward any notices we receive. We also suggest that owners converting a personal residence into a rental home remove the homestead exemption they have. This will avoid a potential conflict with subsequent notices of underpaid real estate taxes. Remember, it is the Appraisal District value that determines your annual real estate taxes due.

## MANAGEMENT FEES

Unless otherwise negotiated in the Residential Leasing and Property Management Agreement, we will retain all late fees collected on late rent, plus a leasing fee for each new resident. As mentioned in the **INSURANCE** section herein, we will charge an additional two percent (2%) above the negotiated management fee until the property owner provides us with proof of liability coverage naming DeLaney Realty, Inc. as an additional insured. No initial set up fee is charged. We charge a fee when we send your tenant a Notice to Quit (NTQ), or file a Forcible Entry Detainer (FE&D) or Writ. We also charge 15% of any insurance loss of more than \$500 that is managed or handled. When remodeling work is requested by the owner either at the beginning or end of the management period we will charge a 10% fee of the cost to remodel.

## MORTGAGE PAYMENTS

We will gladly make your mortgage payment; however, in order to provide this service we require one monthly mortgage payment to be maintained in our trust account. We will set your computer account balance to insure that sufficient funds are retained in your account. If the balance is below the amount required for the next monthly payment, the computer will indicate on your monthly statement the amount needed. We **WILL NOT** make mortgage payments when your account has insufficient funds. If we are making your mortgage payment and you receive new payment coupons at home, please forward them to us immediately so we can make the correct payment. Occasionally when we are making your mortgage payment you will receive a delinquent notice from the mortgage company. We experience this problem with the larger mortgage servicing companies. We mail all payments to a lender in one check. The larger companies will mis-apply the payments, particularly when we do not send the correct payment on one of the accounts (owner did not send new coupon or advise of a change). To prove that the funds are received we send these payments by certified, return receipt mail. *We suggest that you advise your lender, in writing, that we are authorized to discuss your account with their employees.* When we are making the payments, we suggest you change your address with the lender to be **"In Care Of" DeLaney Realty, Inc.** This is a service we provide free of charge. If your lender continues to mis-apply funds we will discontinue making payments to them and ask that each owner remit their payments separately.

## MONTHLY STATEMENTS

We are computerized and process statements between the 10th and 15th of each month. You should receive your statement no later than the 20th of each month, as long as the property is occupied and the rent has been paid. Our objective is to get your statement in the mail on or about the 12th of each month, unless the rent is late. That's the reason we use the 20th -- in case we do encounter problems. VACANT properties and those that have not received rent will have statements prepared after the 25<sup>th</sup> of the month. If you have not received your statement by the 20th of each month, please call our bookkeeper, but calls prior to the 20th will just delay the processing of your statement. Your cooperation will be greatly appreciated. We request that if you have an unpaid balance that it be brought current within thirty (30) days. Accounts in arrears more than thirty (30) days



will be charged interest in accordance with the owner's management agreement. This fee will be posted to your monthly statement and collected immediately after the 30 day period for delinquent accounts.

### **RENTAL LEASING FEE**

The leasing fee, or a portion thereof, is paid directly to the leasing agent, who could be an employee of our firm, or an agent from another brokerage company. Your management agreement specifies the leasing fee you will be charged. For many years our contract leasing fee was only ten percent (10%) of one month's contract rent. Recently, we have found that most REALTORS will not show our rentals because they believe this fee is too low for the time and effort required. When a property is vacant an owner needs every resource available to find a replacement tenant. As an incentive, we are now recommending owners offer a leasing fee equal to a minimum of one-half month's rent. Please discuss this option with your agent. Normally, there are three factors that make a property difficult to rent: undesirable neighborhood, it does not show well, or the rent is not competitive. If one of the last two problems appear to be a factor in marketing your property, we will make suggestions to correct them. We do our utmost to keep all properties rented since our income is based on percentages of rental income.

### **EVICITION PROTECTION PROGRAM**

One of the advantages of belonging to a national property management organization, like NARPM, is the knowledge that is gained by interacting with other professional property managers from across the country. One highly successful program introduced to DeLaney Realty, Inc. is the Eviction Protection Program. By participating in this program owners limit their exposure to the high cost of eviction for non-payment of rent, frequently exceeding \$500 per eviction. Other evictions will still be at the owner's expense. Participating in this program will cost you a small fee, but we highly recommend this expenditure to avoid high unexpected costs.

### **SECURITY DEPOSITS**

We ask for a security deposit equal to one full month's rent. Initially the funds are collected as an "Application Deposit" when the resident makes an application to rent the property. If the rental application is approved, we convey the application deposit to a security deposit and retain the funds in an interest bearing account until the resident departs from the property. On departure, the deposit is returned to the resident if all provisions of the lease agreement have been met. **Interest accrued on the deposit will be retained by our firm.** Payment for damage to the property, due to neglect by the resident, is deducted from the security deposit and credited to your account. Any deductions from a deposit must be supported by an itemized list of reasonable expenditures authorized in the lease agreement. The Texas Property Code requires that an accounting of a tenant's deposit be made within thirty (30) days of their departure. Owners who delay making decisions on repairs or contract for repairs independent of DeLaney Realty, Inc. will frequently push the thirty day limit. You must act quickly as we will NOT jeopardize our license nor subject ourselves to the treble damage provision of the code, by failing to refund a deposit within thirty (30) days.

### **RENTAL RATES**

Prior to placing a property on the rental market or renewing a lease, we determine the most economic and profitable rental rate that can be charged. After a property has been exposed to the market for two weeks without renting, we look into the possibility that the asking rent is too high and consider lowering the rent to an amount that would make the property rent. At times we may offer the resident some **"free"** rent for performing some maintenance or yard work or as an incentive to rent the property. We have found this to be very beneficial in obtaining residents in a "slow" rental market. When the property is occupied, this is reflected in the monthly statement as **"Work in lieu of"**.

## **RENTAL PAYMENTS**

Rent payments are due on the first day of each month. If a resident moves into a property during the middle of the month, rent for the month will be prorated and the rent for the following month will then become due on the first, along with all of our other rental accounts. Periodically a resident who is having budget or pay schedule problems asks that we permit payment of rent off this regular schedule. Based on individual circumstances we may authorize off schedule payments.

## **LATE CHARGES**

Failure to pay the lease payment prior to 11:59 p.m. on the fourth (4<sup>th</sup>) day of each month requires the resident to pay the late fee as stated in their lease. The late fee is collected at the same time as the monthly rental payment. We retain all late fees. When the resident fails to include the late fees with their rental payment, your income for the month will be short. This shortage occurs because our procedure is to credit all payments to non-rent charges first, including late charges. The Justice of the Peace (JP) court system will permit us to evict for non-payment of rent only. Because of this eviction restriction we must collect the delinquencies first, as the unpaid amount will then be for rent only. Hopefully, you will receive the balance of your income in the next monthly collection cycle.

**WE DO NOT INDEMNIFY YOU AGAINST ANY LOSS OR EXPENSE DUE TO VACANCY (for any reason), UNPAID RESIDENT CHARGES, ATTORNEY'S FEES IN THE PURSUIT OF A RESIDENT, OR THE COST OF MAKE-READY.**

## **ELECTRONIC PAYMENTS**

We can remit your proceeds electronically to your preferred financial institution. These payments move through the Automated Clearing House (ACH) system and will require us to have a separate authorization signed by you. Your authorization will require us to obtain your financial institutions' routing number and your account number and type of account.

**ATTACHMENTS:**

- ATTACHMENT 1.....RESIDENTIAL LEASING AND PROPERTY  
MANAGEMENT AGREEMENT
- ATTACHMENT 2.....RESIDENTIAL LEASE APPLICATION AND ADDENDUMS
- ATTACHMENT 3.....RESIDENT QUALIFIER
- ATTACHMENT 4.....RESIDENTIAL INFORMATION LETTER
- ATTACHMENT 5.....INVENTORY AND CONDITION FORM
- ATTACHMENT 6.....PET AGREEMENT
- ATTACHMENT 7.....RESIDENTIAL LEASE
- ATTACHMENT 8.....AUTHORIZATION AGREEMENT FOR AUTOMATIC  
CREDITS (ACH CREDITS)
- ATTACHMENT 9.....STAFF LISTING, JOB FUNCTIONS AND VOICE MAIL  
EXTENSIONS



# RESIDENTIAL LEASING AND PROPERTY MANAGEMENT AGREEMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
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## 1. PARTIES:

A. The parties to this agreement are:

Owner: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Mobile: \_\_\_\_\_ Wk. Ph: \_\_\_\_\_ Hm. Phone: \_\_\_\_\_

Fax/E-mail: \_\_\_\_\_ Fax/E-Mail: \_\_\_\_\_

Additional Phones or Contact Information: \_\_\_\_\_

Broker: **Bill Williamson, ARM, MPM, RMP, TRLP 2015**

Address: **1747 Citadel Plaza, Suite 102**

City, State, Zip: **San Antonio, TX 78209**

Phone: **(210)662-6000** Mobile: \_\_\_\_\_

Fax/E-mail: **210-661-5511 / bill@pmstx.com** Fax/E-Mail: **pmstx@pmstx.com**

B. If Owner is not an individual, Owner is a:  estate  corporation  limited liability company (LLC)  trust  partnership  limited liability partnership (LLP)  other \_\_\_\_\_, which was chartered or created in \_\_\_\_\_ (State). The individual signing this agreement for the owner represents to Broker that he or she has the authority to bind Owner to this agreement, to act for Owner, and is acting under his capacity as \_\_\_\_\_ (title) for the Owner.

C. Owner appoints Broker as Owner's sole and exclusive leasing and managing agent of the real property described in Paragraph 2 and in any addendum to this agreement.

## 2. PROPERTY: "Property" means:

Address (include unit nos.) \_\_\_\_\_

legally described as: **Lot:** \_\_\_\_\_ **Block:** \_\_\_\_\_ **CB/NCB:** \_\_\_\_\_ **Subd:** \_\_\_\_\_

in \_\_\_\_\_ **Bexar** \_\_\_\_\_ County, Texas, together with the following non-real-property items: \_\_\_\_\_

"Property" also includes any other Property described in any attached Multiple Property Addendum.

## 3. TERM:

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

Commencement Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

B. Automatic Extension: Unless either party provides written notice of termination to the other party at least 30 days before the Expiration Date, this agreement will automatically extend on a monthly basis until either party terminates by providing at least 30 days written notice to the other party.

- C. Effective Services: If Broker determines that Broker cannot continue to effectively provide leasing and management services to Owner for any reason at any time during this agreement Broker may terminate this agreement by providing at least 30 days written notice to Owner.
- D. Fees Upon Termination: At the time this agreement ends, Owner must pay Broker amounts specified in Paragraph 12.

**4. AUTHORITY OF BROKER:**

- A. Leasing and Management Authority: Owner grants to Broker the following authority which Broker may exercise when and to the extent Broker determines to be in Owner's interest:
  - (1) advertise the Property for lease at Owner's expense by means and methods that Broker determines are reasonably competitive, including but not limited to creating and placing advertisements with interior and exterior photographic and audio-visual images of the Property and related information in any media and the Internet;
  - (2) place "For Lease" signs or other signs on the Property in accordance with applicable laws, regulations, ordinances, restrictions, and owners' association rules;
  - (3) remove all other signs offering the Property for sale or lease;
  - (4) submit the Property as a listing with one or more Multiple Listing Services (MLS) at any time the Property is marketed for lease and to change or terminate such listings;
  - (5) authorize other brokers, their associates, inspectors, appraisers, and contractors to access the Property at reasonable times for purposes contemplated by this agreement and to lend keys and disclose security codes to such persons to enter the Property;
  - (6) duplicate keys and access devices, at Owner's expense, to facilitate convenient and efficient showings of the Property and to lease the Property;
  - (7) place a keybox on the Property;
  - (8) employ scheduling companies to schedule showings by other brokers at any time the Property is marketed for lease;
  - (9) verify information and references in rental applications from prospective tenants;
  - (10) negotiate and execute leases on Owner's behalf for the Property at market rates and on competitively reasonable terms for initial terms of not less than 12 months and not more than 12 months and in accordance with any instructions in Paragraph 20;
  - (11) negotiate and execute any amendments, extensions, or renewals to any leases for the Property on Owner's behalf;
  - (12) terminate leases for the Property, negotiate lease terminations, and serve notices of termination;
  - (13) collect and deposit for Owner rents, security deposits, and other funds related to the Property in a trust account and pay from that account: (a) any compensation and reimbursements due Broker under this agreement; and (b) other persons as this agreement may authorize.
  - (14) account for security deposits that Broker holds in trust to any tenants in the Property in accordance with applicable law, this agreement, and any lease of the Property and make deductions from the deposits in accordance with the lease and applicable law;
  - (15) collect administrative charges including but not limited to, application fees, returned check fees, and late charges from tenants in the Property or from prospective tenants;
  - (16) institute and prosecute, at Owner's expense, actions to: (a) evict tenants in the Property; (b) recover possession of the Property; or (c) recover lost rent and other damages;
  - (17) settle, compromise, or withdraw any action described in Paragraph 4A(16);
  - (18) negotiate and make reasonable concessions to tenants or former tenants in the Property;
  - (19) report payment histories of tenants in the Property to consumer reporting agencies;
  - (20) obtain information from any holder of a note secured by a lien on the Property and any insurance company insuring all or part of the Property;

- (21) hire contractors to repair, maintain, redecorate, or alter the Property provided that Broker does not expend more than \$ **\$300.00** \_\_\_\_\_ for any single repair, maintenance item, redecoration, or alteration without Owner's consent;
- (22) hire contractors to make emergency repairs to the Property without regard to the expense limitation in Paragraph 4A(21) that Broker determines are necessary to protect the Property or the health or safety of an ordinary tenant;
- (23) contract, at Owner's expense, in either Broker's or Owner's name, for utilities and maintenance to the Property during times that the Property is vacant, including but not limited to, electricity, gas, water, alarm monitoring, cleaning, pool and spa maintenance, yard maintenance, and other regularly recurring expenses that Broker determines are reasonable to maintain and care for the Property; and
- (24) perform other necessary services related to the leasing and management of the Property.

**B. Record Keeping: Broker will:**

- (1) maintain accurate records related to the Property and retain such records for not less than 4 years;
- (2) file reports with the Internal Revenue Service related to funds received on behalf of Owner under this agreement (for example, Form 1099); and
- (3) remit, each month, the following items to Owner: (a) funds collected by Broker for Owner under this agreement, less authorized deductions and rents not yet due according to the terms of the Owner's agreement with a tenant; and (b) a statement of receipts, disbursements, and charges. Owner may instruct Broker in writing to remit the items to another person or address.

**C. Security Deposits:**

- (1) During this agreement, Broker will maintain security deposits received from tenants in a trust account and will account to the tenants for the security deposits in accordance with the leases for the Property.
- (2) Except as stated in Paragraph 4(l), after this agreement ends, Broker will deliver to Owner or the Owner's designee the security deposit held by Broker under an effective lease of the Property, less deductions authorized by this agreement, and will send written notice to the tenant that states all of the following:
  - (a) that this agreement has ended;
  - (b) the exact dollar amount of the security deposit;
  - (c) the contact information for the Owner or the Owner's designee; and
  - (d) that Owner is responsible for accounting for and returning the tenant's security deposit.
- (3) If Broker complies with this Paragraph 4C, Owner will indemnify Broker from any claim or loss from a tenant for the return of a security deposit. This Paragraph 4C survives termination of this agreement.

**D. Deductions and Offset: Broker may disburse from any funds Broker holds in a trust account for Owner:**

- (1) any compensation due Broker under this agreement;
- (2) any funds Broker is authorized to expend under this agreement; and
- (3) any reimbursement Broker is entitled to receive under this agreement.

**E. Insurance and Attorneys:**

- (1) Broker may not file a claim for a casualty loss with the carrier insuring the Property. Broker may communicate with the carrier to facilitate the processing of any claim Owner may file or other matters that Owner instructs Broker to communicate to the carrier.
- (2) Broker may not directly or indirectly employ or pay a lawyer to represent Owner. Broker may communicate with Owner's attorney in accordance with Owner's instructions.

**F. Trust Accounts, MLS, Keybox, and Listing Content:**

- (1) Trust Accounts: A trust account must be separate from Broker's operating account and must be designated as a trust, property management or escrow account or other similar name. Broker may maintain one trust account for all properties Broker leases and manages for others.

- (2) **MLS:** MLS rules require Broker to accurately and timely submit all information the MLS requires for participation including leased data. Subscribers to the MLS and appraisal districts may use the information for market evaluation or appraisal purposes. Subscribers are other brokers and other real estate professionals such as appraisers. Any information filed with the MLS becomes the property of the MLS for all purposes. *Submission of information to MLS ensures that persons who use and benefit from the MLS also contribute information.*
- (3) **Keybox:** A keybox is a locked container placed on the Property that holds a key to the Property. A keybox makes it more convenient for brokers, their associates, inspectors, appraisers, and contractors to show, inspect, or repair the Property. The keybox is opened by a special combination, key, or programmed device, so that authorized persons may enter the Property. Using a keybox will probably increase the number of showings, but involves risks (for example, unauthorized entry, theft, property damage, or personal injury). *Neither the Association of REALTORS® nor MLS requires the use of a keybox.*
- (4) **Listing Content:**
  - (a) "Listing Content" means all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property. "Owner Listing Content" means Listing Content provided by Owner to Broker or Broker's associates. "Broker Listing Content" means Listing Content that is otherwise obtained or produced by Broker or Broker's associates in connection with this agreement.
  - (b) Owner grants Broker a non-exclusive, irrevocable, worldwide, royalty-free license to use, sublicense through multiple tiers, publish, display, and reproduce the Owner Listing Content, to prepare derivative works of the Owner Listing Content, and to distribute the Owner Listing Content, including any derivative works of the Owner Listing Content. This Paragraph 4F(4)(b) survives termination of this agreement.
  - (c) All Broker Listing Content is owned exclusively by Broker, and Owner has no right, title or interest in or to any Broker Listing Content.
  - (d) Owner understands and agrees that both the Owner Listing Content and Broker Listing Content, including any changes to such content, may be filed with the MLS, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced.

G. **Performance Standard:** Broker will:

- (1) use reasonable care when exercising Broker's authority and performing under this agreement; and
- (2) exercise discretion when performing under this agreement in a manner that Broker believes to be in Owner's interest, provided that Broker will treat any tenant honestly and fairly.

H. **Inability to Contact Owner:** If Broker is unable to contact Owner for   3   days, Broker is authorized to contact the person below for the sole purpose of attempting to reestablish contact with Owner.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

I. **Foreclosure:** If Broker receives notice of the Owner's delinquency in the payment of: (1) any mortgage or other encumbrance secured by the Property; (2) property taxes; (3) property insurance; or (4) owners' association fees, Broker may give Owner 15 days to cure the delinquency during which period Owner authorizes Broker to freeze any funds held by Broker and no disbursements will be made to Owner related to this agreement or the Property. If after the 15 day period, the delinquency is not cured and the foreclosure process is initiated, Owner authorizes Broker to deduct from any other funds being held by Broker for Owner any remaining Broker Fees or funds due to Broker related to services performed under this agreement. Additionally, Owner authorizes Broker to return any security deposit

being held by Broker to a tenant of the Property in addition to any prorated amount of rent being held by Broker and Broker may terminate this agreement. This paragraph does not preclude the Broker from seeking any other remedies under this agreement or at law that may be available to the Broker.

5. **LEGAL COMPLIANCE:** The parties will comply with all obligations, duties, and responsibilities under the Texas Property Code, fair housing laws, and any other statute, administrative rule, ordinance, or restrictive covenant applicable to the use, leasing, management, or care of the Property.

6. **RESERVES:** Upon execution of this agreement, Owner will deposit the following amount with Broker to be held in a trust account as a reserve for Owner: \$ **300.00** \_\_\_\_\_ for each unit within the Property or Properties managed by Broker under this agreement. Broker may, at Broker's discretion, use the reserve to pay any expense related to the leasing and management of the Property(ies) (including but not limited to Broker's fees). If the balance of the reserve becomes less than the amount stated, at any time, Broker may: (a) deduct an amount that will bring the balance to the amount stated from any subsequent rent received on behalf of Owner and deposit the amount into the reserve; or (b) notify Owner that Owner must promptly deposit additional funds with Broker to bring the balance to the amount stated.

7. **ADVANCES:** Owner will, in advance, provide Broker all funds necessary for the leasing and management of the Property. Broker is not obligated to advance any money to Owner or to any other person.

8. **OWNER'S REPRESENTATIONS:**

A. General:

(1) Except as disclosed in Paragraph 20, Owner represents that:

- (a) Owner has fee simple title to and peaceable possession of the Property and all its improvements and fixtures, unless rented, and the legal capacity to lease the Property;
- (b) Owner is not bound by: (i) another agreement with another broker for the sale, exchange, lease, or management of the Property that is or will be in effect during this agreement; or (ii) an agreement or covenant that prohibits owner from leasing the property;
- (c) no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
- (d) Owner is not delinquent in the payment of any property taxes, owners' association fees, property insurance, mortgage, or any encumbrance on or affecting the Property;
- (e) the Property is not subject to the jurisdiction of any court;
- (f) the optional user fees for the use of common areas (for example, pool or tennis courts) in the Property's subdivision are: **See TAR - 2206; Owner's Notice...** \_\_\_\_\_ ;
- (g) all information related to the Property that Owner provides to Broker is true and correct to the best of Owner's knowledge; and
- (h) the Owner Listing Content, and the license granted to Broker for the Owner Listing Content, do not violate or infringe upon the rights, including any copyright rights, of any person or entity.

(2) Broker may disclose to a tenant or to a prospective tenant any information related to the representations made in this Paragraph 8.

B. Property Condition: Owner and Broker are obligated under law to disclose to a tenant or to a prospective tenant any known condition that materially and adversely affects the health or safety of an ordinary tenant. Owner is obligated under the Property Code to repair any such condition for a tenant. Owner represents that:

- (1) any pool or spa and any required enclosures, fences, gates, and latches comply with all applicable laws and ordinances; and
- (2) Owner is not aware of a condition concerning the Property that materially affects the health or safety of an ordinary tenant, except as stated below, in this agreement, or in any addendum:  
**See TAR - 2206; Owner's Notice Concerning Condition of Property Under Property Management Agreement**



C. Lead-Based Paint: If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint and lead-based paint hazards that will be made part of any lease of the Property. If the Property was built before 1978, federal law requires the Owner (before a tenant is obligated under a lease) to: (1) provide the tenant with the federally approved pamphlet on lead poisoning prevention; (2) disclose the presence of any known lead-based paint or hazards in the Property; and (3) deliver all records and reports to the tenant related to such paint or hazards.

**9. OWNER'S COOPERATION:** Owner agrees to:

- A. cooperate with Broker to facilitate the showing, marketing, and lease of the Property;
- B. not rent or lease the Property to anyone without Broker's prior written approval;
- C. not negotiate with any prospective tenant who might contact Owner directly, but refer all prospective tenants to Broker;
- D. not deal with or negotiate with any tenant in the Property concerning any matter related to the management or leasing of the Property but refer all such dealings to Broker;
- E. not enter into a listing agreement or property management agreement with another broker for the rental, leasing, or management of the Property to become effective during this agreement;
- F. provide Broker with copies of any existing leases or rental agreements related to the Property;
- G. provide Broker with keys and access devices to the Property;
- H. provide Broker with copies of all warranties related to the Property or any item in the Property;
- I. tender to Broker any security deposits paid by any existing tenants in the Property;
- J. complete any disclosures or notices required by law or a lease of the Property;
- K. amend applicable notices and disclosures if any material change occurs during this agreement; and
- L. notify Broker if Owner becomes delinquent in the payment of: (1) any mortgage or other encumbrance secured by the Property; (2) property taxes; (3) property insurance; or (4) owners' association fees.

**10. INSURANCE:**

- A. At all times during this agreement, Owner must maintain in effect:
  - (1) a public liability insurance policy that names Broker as a co-insured or additional insured and covers losses related to the Property in an amount of not less than \$ 300,000.00 on an occurrence basis; and
  - (2) an insurance policy for the Property in an amount equal to the reasonable replacement cost of the Property's improvements and that contains endorsements which contemplate the leasing of the Property with vacancies between lease terms.
- B. Not later than the 15th day after the Commencement Date, Owner must deliver to Broker copies of certificates of insurance evidencing the coverage required under Paragraph 10A. If the coverage changes at any time during this agreement, Owner must deliver to Broker a copy of the insurance certificate evidencing the change not later than 10 days after the change.
- C. If Owner fails to comply with Paragraphs 10A or 10B, Broker may:
  - (1) purchase insurance that will provide Broker the same coverage as the required insurance under Paragraph 10A(1) and Owner must promptly reimburse Broker for such expense; or
  - (2) exercise Broker's remedies under Paragraph 17.

**11. BROKER'S FEES:** All fees to Broker under this agreement are payable in Bexar County, Texas. This Paragraph 11 survives termination or expiration of this agreement with regard to fees earned during this agreement which are not payable until after its termination. Broker may deduct any fees under this Paragraph 11 from any funds Broker holds in trust for Owner, except for the fees specified under Paragraph 11(I). If more than one property or unit is made part of and subject to this agreement, each of the provisions below will apply to each property or unit separately.

- A. Management Fees: Each month Owner will pay Broker the greater of \$ 75.00 (minimum management fee) or: *(Check one box only.)*
  - (1) \_\_\_\_\_ % of the gross monthly rents collected that month.
  - (2) \_\_\_\_\_

A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the minimum management fee. Management fees under this Paragraph 11A are earned daily and are payable not later than the last day of each month.

B. Leasing Fees for New Tenancies: Each time the Property is leased to a new tenant, Owner will pay Broker a leasing fee equal to: *(Check one box only.)*

- (1) 50.000 % of one full month's rent to be paid under the lease.
- (2) \_\_\_\_\_ % of the gross rents to be paid under the lease.
- (3) \_\_\_\_\_

The leasing fees under this Paragraph 11B are earned and payable at the time the lease is executed.

C. Renewal or Extension Fees: Each time a tenant in the Property renews or extends a lease, Owner will pay Broker a renewal or extension fee equal to: *(Check one box only.)*

- (1) \_\_\_\_\_ % of one full month's rent to be paid under the renewal or extension.
- (2) \_\_\_\_\_ % of the gross rents to be paid under the renewal or extension.

(3) Section 8 Housing renewal are charged at \$150.00 and all other renewal are \$100.00.

The renewal or extension fees under this Paragraph 11C are earned and payable at the time the renewal or extension is effective. For the purposes of this paragraph, a new lease for the same Property with the same tenant then occupying the Property is an extension or renewal. This Paragraph 11C does not apply to month-to-month renewals or month-to-month extensions.

D. Service Fees: Each time Broker arranges for the Property to be repaired, maintained, redecorated, or altered as permitted by this agreement, Owner will pay Broker a service fee equal to: *(Check one box only.)*

- (1) \_\_\_\_\_ % of the total cost of each repair, maintenance, alteration, or redecoration.
- (2) Cost for insurance restoration, claims, or multiple bids.

The service fees under this Paragraph 11D are earned at the time the repair, maintenance, redecoration, or alteration is made and are payable upon Owner's receipt of Broker's invoice.

E. Interest on Trust Accounts: Any trust account Broker maintains under this agreement may be an interest-bearing or income producing account. Broker may retain any interest or income from such account as compensation under this agreement. Broker will remove any interest or income payable under this Paragraph 11E from the trust account not later than the 30th day after the interest or income is paid.

F. Administrative Fees: If Broker collects administrative charges from tenants or prospective tenants, including but not limited to, application fees, returned check fees, or late charges (as authorized under Paragraph 4A), Broker will retain such fees as compensation under this agreement. The administrative fees under this Paragraph 11F are earned and payable at the time Broker collects such fees.

G. Fees Related to Insurance and Legal Matters:

- (1) If Owner requests or instructs Broker to coordinate or communicate with any insurance carrier regarding any casualty to or on the Property Owner will Pay Broker \$ 100.00 per hour for Broker's time expended in such matters and in preparation of such matters.
- (2) If Owner requests or instructs Broker to appear in any legal proceeding or deposition related to the Property (including, but not limited to, evictions, tenant disputes, security deposit disputes, and suits for damages), Owner will pay Broker \$250.00 per filing for Broker's time expended in such matters and in preparation of such matters.

Fees under this Paragraph 11G are earned at the time the services are rendered and payable upon Owner's receipt of Broker's invoice.

H. Fees in the Event of a Sale:

(1) Fee if a Tenant Purchases Property: If Owner sells the Property to a tenant who occupied the Property during the term of this agreement not later than the time the tenant vacates the Property, Owner will pay Broker a fee equal to: *(Check one box only.)*

- (a) \_\_\_\_\_ % of the sales price.
- (b) 4% for our broker and 6% if another broker is involved.

Fees under this Paragraph 11H(1) are earned at the time Owner agrees to sell the Property and are payable at the time the sale closes. Broker will waive any fees due under Paragraph 12 at the time the sale closes.

(2) Fee if Buyer is Procured through Broker: If during this agreement, Owner agrees to sell the Property to a person other than a tenant who occupied the Property and Broker procures the buyer, directly or through another broker, Owner will pay Broker a fee equal to: *(Check one box only.)*

- (a) \_\_\_\_\_ % of the sales price.
- (b) **4% for our broker and 6% if another broker is involved.**

Fees under this Paragraph 11H(2) are earned at the time Owner agrees to sell the Property and are payable at the time the sale closes. Broker will waive any fees due under Paragraph 12 at the time the sale closes.

(3) Sale Coordination Fees: If at any time during this agreement Owner agrees to sell the Property and Broker is not paid a fee under Paragraph 11H(1) or (2), Owner will pay Broker **\$500.00** for Broker's time and services to coordinate showings, inspections, appraisals, repairs, and other related matters. Fees under this Paragraph 11H(3) are earned at the time such services are rendered and payable upon Owner's receipt of Broker's invoice.

(4) Definition: "Sell" means to agree to sell, convey, transfer or exchange any interest in the Property whether by oral or written agreement or option.

(5) Separate Listing Agreement Controls: If Owner sells the Property and pays Broker the fee under a separate written listing agreement between Owner and Broker: (a) this Paragraph 11H will not apply; and (b) Broker will waive any fees due under Paragraph 12 at the time the sale closes.

(I) Compensation from Benefit Programs or Packages: Broker may receive referral fees, periodic subscription fees, interest on outstanding debt, and other possible income by utilizing certain services involved with the management and/or leasing of the property. This may include but is not limited to: Administrative charges, HVAC filter subscription service, periodic property reviews, animal fees & rent, concierge utility services, cable/internet/phone services, or Tenant Benefit Program that may be offered, and other products or services provided. Any referral fee Broker receives under this Paragraph 11I is in addition to any other compensation Broker may receive under Paragraph 12.

J. Other: A broker fee of \$250 per FE & D. Owner is responsible for the cost of court filing fees. Per Texas Property Code, PMSTX can only represent the Owner for loss of rent & Tenant holdover. All other legal matters will require a lawyer. See Paragraph 20.

**12. FEES UPON TERMINATION:** At the time this agreement ends, Owner must pay Broker:

- A. all amounts due Broker under this agreement; and
- B. if the Property is leased to a tenant on the date this agreement ends and Owner terminates this agreement, an amount equal to the greater of:
  - (a) the management fees that would accrue over the remainder of the term of the lease; or
  - (b) **\$ See Paragraph 20**; or
- C. if the Property is not leased on the date this agreement ends and Owner terminates this agreement, \$\_\_\_\_\_.

If more than one property or unit is made part of and subject to this agreement, this paragraph applies only to those properties or units then leased and applies to each property or unit separately.

**13. EXPENSE REIMBURSEMENT:** Upon Owner's receipt of Broker's invoice, Owner will reimburse Broker the following expenses that are related to the leasing or management of the Property: (a) copy charges; (b) charges for long distance telephone calls or facsimile transmissions; (c) regular, express, or certified mail charges; (d) notary fees; (e) photos and videos; (f) reasonable travel expenses, including but not limited to mileage reimbursement (at the standard mileage rate published by the IRS), parking expenses, and tolls; and (g) any other expenditures Broker is authorized to make under this agreement for Owner or that Owner otherwise authorizes Broker to make for Owner.

**14. FUNDS RECEIVED AFTER TERMINATION:** Except as provided in Paragraph 4(I), if Broker receives any funds on behalf of Owner after this agreement ends (for example, rent, damages, past due amounts, and others), Broker will deposit those funds in Broker's trust account and will: (a) pay 50.000 % of the funds received to Broker as compensation for services (for example, research, accounting, communicating, and processing) rendered at that time; and (b) pay the balance of the funds to Owner. This provision survives termination of this agreement.

**15. COOPERATION WITH OTHER BROKERS:** When the Property is marketed for lease, Broker will allow other brokers to show the Property to prospective tenants. If the other broker procures a tenant who leases the Property, Broker will offer to pay the other broker a fee out of the compensation Broker receives under Paragraph 11. As of the date this agreement is signed, Broker's policy is to offer other brokers the following amounts. Broker may change the amounts disclosed below without notice, provided that Broker will offer competitively reasonable amounts to other brokers.

A. **MLS Participants:** If the other broker is a participant in the MLS in which the listing is filed, Broker will offer to pay the other broker:

(1) if the other broker represents the tenant (*complete only one*): \_\_\_\_\_ % of one month's rent to be paid under a lease; \_\_\_\_\_ % of all rents to be paid under a lease; or \$ 100 Minimum ; and

(2) if the other broker is a subagent (*complete only one*): \_\_\_\_\_ % of one month's rent to be paid under a lease; \_\_\_\_\_ % of all rents to be paid under a lease; or \$ 100 Minimum .

B. **Non-MLS Brokers:** If the other broker is not a participant in the MLS in which the listing is filed, Broker will offer to pay the other broker:

(1) if the other broker represents the tenant (*complete only one*): \_\_\_\_\_ % of one month's rent to be paid under a lease; \_\_\_\_\_ % of all rents to be paid under a lease; or \$ 100 Minimum ; and

(2) if the other broker is a subagent (*complete only one*): \_\_\_\_\_ % of one month's rent to be paid under a lease; \_\_\_\_\_ % of all rents to be paid under a lease; or \$ 100 Minimum .

**16. LIABILITY AND INDEMNIFICATION:**

A. **Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker's negligence, including but not limited to injuries or damages caused by:**

- (1) other brokers, their associates, inspectors, appraisers, and contractors who are authorized to access the Property;
- (2) acts of third parties (for example, vandalism, theft, or other criminal acts);
- (3) freezing or leaking water pipes;
- (4) failure to properly water the foundation of the Property;
- (5) a dangerous condition or environmental condition on the Property; or
- (6) the Property's non-compliance with any law or ordinance.

B. **Broker is not responsible or liable in any manner for:**

- (1) performing or certifying any inspections or surveys that may be required by local, state, or federal regulations;
- (2) any late fees or other charges Owner incurs to any creditor caused by late or insufficient payments by any tenant in the Property; or
- (3) damages to Owner caused by a tenant's breach of a lease.

C. **Owner agrees to protect, defend, indemnify, and hold Broker harmless from any damage, costs, attorney's fees, and expenses that:**

- (1) are caused by Owner, negligently or otherwise;
- (2) arise from Owner's failure to disclose any material or relevant information about the Property;
- (3) are caused by Owner giving incorrect information to any person; or

(4) are related to the management of the Property and are not caused by Broker, negligently or otherwise.

D. Owner is responsible and liable for all contracts and obligations related to the Property (for example, maintenance, service, repair and utility agreements) entered into before or during this agreement by Owner or by Broker under Broker's authority under this agreement. Owner agrees to hold Broker harmless from all claims related to any such contracts.

17. **DEFAULT:** A party is in default if the party fails to cure a breach within 10 days after receipt of written demand from the other party. If either party is in default, the non-defaulting party may: (a) terminate this agreement by providing at least 10 days written notice; (b) recover all amounts due to the non-defaulting party under this agreement; (c) recover reasonable collection costs and attorney's fees; and (d) exercise any other remedy available at law. Broker is also entitled to recover any compensation Broker would have been entitled to receive if Owner did not breach this agreement.

18. **MEDIATION:** The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

19. **ATTORNEY'S FEES:** If Owner or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

20. **SPECIAL PROVISIONS:** Paragraph 11. I. Should Tenant appeal Judgement, Broker shall provide advanced notice and received approval from Owner before retaining legal counsel or incurring additional fees. Paragraph 12. B. b. Termination: After the initial six(6) months; should the owner submit a written thirty (30) day Notice to Terminate on the last day of the next month; there is no charge to Terminate Management Agreement. Paragraph 14. (a) Pay up to 50% of the funds received to the Broker for reimbursement for fees incurred by third-party collection services. The broker will provide advanced notice and received approval from the Owner before retaining third-party collection services on amount past tenant owes.

21. **ADDENDA:** Incorporated into this agreement are the following addenda, exhibits, and other information:

- A. Information About Brokerage Services
- B. Addendum Regarding Rental Flood Disclosure
- C. Addendum Regarding Lead-Based Paint
- D. Multiple Property Addendum
- E. Owner's Notice Concerning Condition of Property under Property Management Agreement
- F. Property Manager's Inventory and Condition Report
- G. Addendum for Authorization to Act for Owner before Owners' Association
- H. Copy of Rules and Regulations of an Owners' Association
- I. Copy of the Owners' Association Bylaws and Deed Restrictions affecting the Property
- J. IRS Form (W-9 or W-8)
- K. Owner's Authorization Concerning Unescorted Access to Property
- L. General Information for Landlord Regarding Assistance Animals
- M. See TAR - 2221; Amendment to Residential Leasing and Property Management Agreement.

**Note: Complete and deliver to Broker IRS W-9 Form or similar form. Broker maintains a privacy policy that is available upon request.**

**22. AGREEMENT OF PARTIES:**

- A. Entire Agreement: This document contains the entire agreement of the parties and may not be changed except by written agreement.
- B. Assignments: Neither party may assign this agreement without the written consent of the other party.
- C. Binding Effect: Owner's obligation to pay Broker an earned fee is binding upon Owner and Owner's heirs, administrators, executors, successors, and permitted assignees.
- D. Joint and Several: All Owners executing this agreement are jointly and severally liable for the performance of all its terms. Any act or notice to, refund to, or signature of, any one or more of the Owners regarding any term of this agreement, its extension, its renewal, or its termination is binding on all Owners executing this agreement.
- E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this agreement.
- F. Severability: If a court finds any clause in this agreement invalid or unenforceable, the remainder of this agreement will not be affected and all other provisions of this agreement will remain valid and enforceable.
- G. Context: When the context requires, singular nouns and pronouns include the plural.
- H. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, or e-mail address specified in Paragraph 1.
- I. Copyright: If an active REALTOR® member of Texas REALTORS® does not negotiate this agreement as a party or for one of the parties, with or without the assistance of an active member of the State Bar of Texas, this agreement is voidable at will by Owner.

**23. INFORMATION:**

- A. **Broker's fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested, or maintained by the Association of REALTORS®, MLS, or any listing service.**
- B. **In accordance with fair housing laws and the National Association of REALTORS® Code of Ethics, Broker's services must be provided and the Property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, familial status, sexual orientation, or gender identity. Local ordinances may provide for additional protected classes (for example, creed, status as a student, marital status, or age).**
- C. **Owner may review the information Broker submits to an MLS or other listing service.**
- D. **Broker advises Owner to remove or secure jewelry, prescription drugs, and other valuables.**
- E. **The Property Code requires the Property to be equipped with certain types of locks and security devices, including (with some exceptions): (1) window latches on each window; (2) a keyed doorknob lock or keyed deadbolt lock on each exterior door; (3) a sliding door pin lock on each exterior sliding glass door of the dwelling; (4) a sliding door handle latch or a sliding door security bar on each exterior sliding glass door of the dwelling; and (5) a keyless bolting device and a door viewer on each exterior door of the dwelling. The Property Code also requires smoke alarms in certain locations. The Property Code requires the security devices to be rekeyed and the smoke alarms to be tested each time a new tenant occupies the Property.**
- F. **Broker advises Owner to refrain from transmitting personal information, such as bank account numbers or other financial information, via unsecured email or other electronic communication to reduce risk of wire fraud.**

Leasing & Management Agreement concerning: \_\_\_\_\_

**G. Broker cannot give legal advice. READ THIS AGREEMENT CAREFULLY. If you do not understand the effect of this agreement, consult an attorney BEFORE signing.**

**Bill Williamson, ARM, MPM, RMP, TRLP 2015**

Broker's Printed Name                      0257482      License No.

\_\_\_\_\_  
Owner's Printed Name

Broker's Signature    Date

\_\_\_\_\_  
Owner's Signature    Date

Broker's Associate's Signature, as an authorized agent of  
Broker

\_\_\_\_\_  
Broker's Associate's Printed Name, if applicable

\_\_\_\_\_  
Owner's Printed Name

\_\_\_\_\_  
Owner's Signature    Date

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# AMENDMENT TO RESIDENTIAL LEASING AND PROPERTY MANAGEMENT AGREEMENT

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**CONCERNING THE RESIDENTIAL LEASING AND PROPERTY MANAGEMENT AGREEMENT BETWEEN**  
**Bill Williamson, ARM, MPM, RMP, TRLP 2015** \_\_\_\_\_ (Broker)  
**AND** \_\_\_\_\_ (Owner)  
**FOR THE FOLLOWING PROPERTY:** \_\_\_\_\_

The above-referenced Residential Leasing and Property Management Agreement is amended as follows.

A. Paragraph 1 of the agreement is changed to read as follows.

**1. PARTIES.**

A. The parties to this agreement are:

Owner: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Hm. Phone: \_\_\_\_\_ Wk. Ph: \_\_\_\_\_ Mobile: \_\_\_\_\_  
Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Additional Phones or Contact Information: \_\_\_\_\_

Broker: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

B. If Owner is not an individual, Owner is a:  estate  corporation  limited liability company (LLC)  trust  partnership  limited liability partnership (LLP), which entity was chartered or created in \_\_\_\_\_ (State). The individual signing this agreement for the owner represents to Broker that he or she has the authority to bind Owner to this agreement, to act for Owner, and is acting under his capacity as \_\_\_\_\_ (title) for the Owner.

C. Owner appoints Broker as Owner's sole and exclusive leasing and managing agent of the real property described in Paragraph 2 and in any addendum to this agreement.

B. Paragraph 3A of the agreement is changed to read as follows.

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

Commencement Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Amendment of Agreement concerning: \_\_\_\_\_

- C. Paragraph(s) 20 are changed as follows:
- 1) 2% will be added to the Management Fee; if the Owners Liability Insurance as required by Paragraph 10, if not received within 30 days of this signed agreement or if the insurance policy expires, non-renewals or is no longer in force. After Liability insurance is received by Broker, then the 2% fee will be removed.
  - 2) After the tenth of the month, late fees will be split 50/50 with Owner and Broker.
  - 3) Owner \_\_\_ does \_\_\_ does not authorize pets.
  - 4) Home/Builder Warranty \_\_\_Yes \_\_\_No. If Yes, then company & phone# \_\_\_\_\_
  - 5) The minimum management fee per month between tenancy is \$50.00 after first month.

All property Mgt accounts will be service by Property Management Services of Texas, Inc. (PMSTX). The maintenance company CPMS has been owned by Bill & June Williamson since 1985.

D. Owner notifies Broker of the following changes affecting Owner's ownership of the Property. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Bill Williamson, ARM, MPM, RMP, TRLP 2015**  
Broker's Printed Name 0257482 License No.

By: \_\_\_\_\_  
Broker's Associate's Signature Date

\_\_\_\_\_  
Owner

By: \_\_\_\_\_  
Date

\_\_\_\_\_  
Owner

By: \_\_\_\_\_  
Date



# OWNER'S NOTICE CONCERNING CONDITION OF PROPERTY UNDER PROPERTY MANAGEMENT AGREEMENT

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CONCERNING THE PROPERTY AT \_\_\_\_\_

OWNER IS TO COMPLETE THIS FORM TO THE BEST OF THE OWNER'S KNOWLEDGE. THIS NOTICE IS NOT A WARRANTY OF ANY KIND.

### Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)

| Item                            | Y | N | U | Additional Information  |
|---------------------------------|---|---|---|---|
| Central A/C                     |   |   |   | <input type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> heat pump number of units: _____  |
| Wall/Window AC Units            |   |   |   | number of units: _____  |
| Evaporative Coolers             |   |   |   | number of units: _____  |
| Central Heat                    |   |   |   | <input type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> heat pump number of units: _____  |
| Other Heat                      |   |   |   | if yes describe: _____  |
| Fireplace & Chimney             |   |   |   | <input type="checkbox"/> woodburning (no.) <input type="checkbox"/> mock (no.) <input type="checkbox"/> other: _____  |
| Gas Logs in Fireplace           |   |   |   |   |
| Ceiling Fans                    |   |   |   | number of units: _____  |
| Carport                         |   |   |   | <input type="checkbox"/> attached <input type="checkbox"/> not attached   |
| Garage                          |   |   |   | <input type="checkbox"/> attached <input type="checkbox"/> not attached   |
| Garage Door Openers             |   |   |   | number of units: _____ number of remotes: _____   |
| Fences                          |   |   |   | <input type="checkbox"/> wood <input type="checkbox"/> chain-link <input type="checkbox"/> other  |
| Patio/Decking                   |   |   |   | describe: _____   |
| Outdoor Grill                   |   |   |   | location: _____   |
| Hot Tub/Spa                     |   |   |   |   |
| Pool                            |   |   |   | <input type="checkbox"/> in-ground <input type="checkbox"/> above ground / heater: <input type="checkbox"/> yes <input type="checkbox"/> no   |
| Underground Lawn Sprinkler      |   |   |   | <input type="checkbox"/> automatic <input type="checkbox"/> manual areas covered: _____   |
| Septic / On-Site Sewer Facility |   |   |   | if yes, attach Information About On-Site Sewer Facility (TXR-1407)  |
| Water Heater                    |   |   |   | <input type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other: _____ number of units: _____   |
| Water Softener                  |   |   |   | <input type="checkbox"/> owned <input type="checkbox"/> leased from _____   |
| Washer/Dryer Hookups            |   |   |   | dryer hookups are: <input type="checkbox"/> gas <input type="checkbox"/> electric   |
| Washer                          |   |   |   |   |
| Dryer                           |   |   |   |   |
| Sauna                           |   |   |   |   |
| Alarm System                    |   |   |   | <input type="checkbox"/> owned <input type="checkbox"/> leased from _____   |
| Smoke Alarms                    |   |   |   | number of units: _____  |
| Kitchen Equipment               |   |   |   | <input type="checkbox"/> range-oven combo. <input type="checkbox"/> cooktop <input type="checkbox"/> oven <input type="checkbox"/> microwave<br><input type="checkbox"/> dishwasher <input type="checkbox"/> disposer <input type="checkbox"/> hood fan <input type="checkbox"/> trash compactor<br><input type="checkbox"/> refrigerator <input type="checkbox"/> other: _____ |

Section 2. Are you aware of any item, equipment, or system in or on the Property that is in need of repair?  yes  no If yes, explain (attach additional sheets if necessary): \_\_\_\_\_

Note: Unless instructed otherwise, items in the Property will be repaired in accordance with the repair provisions in the lease that the Broker negotiates for the Owner.

(TXR-2206) 8-26-04

Property Management Services Of Texas, 1747 Citadel Plaza, Suite 102 San Antonio, TX 78209  
Bill Williamson

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Phone: (210) 662-7355/204

Fax: (210) 661-5511

Page 1 of 2  
New Mgmt Agmt

Concerning the Property at \_\_\_\_\_

**Section 3. Are you aware of any of the following?**

**Y N**

Owners' associations or maintenance fees or assessments. If yes, complete the following:

Name of association: \_\_\_\_\_

Manager's name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Describe the common areas or facilities (pool, tennis courts, greenbelts, etc.): \_\_\_\_\_

Are there any user fees for the common facilities?  yes  no If yes, describe: \_\_\_\_\_

Name and contact information of any other association to which the Property is subject: \_\_\_\_\_

Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.

Any lawsuits or other legal proceedings directly or indirectly affecting the Property.

Any condition on the Property which materially affects the health or safety of an individual.

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary): \_\_\_\_\_

**Section 4. Other Information.**

(1) Water to the Property is supplied by:  city  MUD  WCID  co-op  well (location: \_\_\_\_\_ )

(2) The type of roof on the Property is:  composition shingle  wood shingle  flat (tar & gravel)  metal  
 other \_\_\_\_\_ Approx. Age: \_\_\_\_\_ years

(3) If the Property is a condominium or townhome, describe parking spaces (numbers, if assigned, location): \_\_\_\_\_

(4) Describe the location and number of the mailbox: \_\_\_\_\_

(5) Provide any alarm codes, garage door codes, access codes, gate codes, common facility codes: \_\_\_\_\_

(6) Describe the location of:  
heating & cooling filters: \_\_\_\_\_ filter size(s): \_\_\_\_\_

electrical breakers: \_\_\_\_\_

water shut-off valve: \_\_\_\_\_ gas shut-off valve: \_\_\_\_\_

(7) There  are  are not written warranties in effect for the Property or any appliances. Attach copies.

(8) Provide the names and phone numbers of the current providers to the Property:

Electricity: \_\_\_\_\_ Ph: \_\_\_\_\_

Gas: \_\_\_\_\_ Ph: \_\_\_\_\_

Water & Sewer: \_\_\_\_\_ Ph: \_\_\_\_\_

Telephone: \_\_\_\_\_ Ph: \_\_\_\_\_

Cable: \_\_\_\_\_ Ph: \_\_\_\_\_

Garbage: \_\_\_\_\_ Ph: \_\_\_\_\_

Pool Service: \_\_\_\_\_ Ph: \_\_\_\_\_

Alarm: \_\_\_\_\_ Ph: \_\_\_\_\_

Landscaping: \_\_\_\_\_ Ph: \_\_\_\_\_

Signature of Owner

Date

Signature of Owner

Date



**ADDENDUM REGARDING RENTAL FLOOD DISCLOSURE**

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**ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT \_\_\_\_\_**

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

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

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

*\*For purposes of this notice:*

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

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

The undersigned Tenant acknowledges receipt of the foregoing notice.

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Tenant Date



### RESIDENTIAL LEASE APPLICATION

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**Each occupant and co-applicant 18 years or older must submit a separate application.**

Property Address: \_\_\_\_\_  
Anticipated: Move-in Date: \_\_\_\_\_ Monthly Rent: \$ \_\_\_\_\_ Security Deposit: \$ \_\_\_\_\_  
Initial Lease Term Requested: \_\_\_\_\_ (months)

Property Condition: Applicant  has  has not viewed the Property in-person prior to submitting this application.

**Applicant is strongly encouraged to view the Property in-person prior to submitting any application.**  
Landlord makes no express or implied warranties as to the Property's condition. Applicant requests Landlord consider the following repairs or treatments should Applicant and Landlord enter into a lease: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Applicant was referred to Landlord by:  
 Real estate agent \_\_\_\_\_ (name) \_\_\_\_\_ (phone) \_\_\_\_\_ (e-mail)  
 Newspaper  Sign  Internet  Other \_\_\_\_\_

Applicant's name (first, middle, last) \_\_\_\_\_  
Is there a co-applicant?  yes  no *If yes, co-applicant must submit a separate application.*  
Applicant's former last name (maiden or married) \_\_\_\_\_

E-mail \_\_\_\_\_ Home Phone \_\_\_\_\_  
Work Phone \_\_\_\_\_ Mobile/Pager \_\_\_\_\_  
Soc. Sec. No. \_\_\_\_\_ Driver License No. \_\_\_\_\_ in \_\_\_\_\_ (state)  
Date of Birth \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_ Eye Color \_\_\_\_\_  
Hair Color \_\_\_\_\_ Marital Status \_\_\_\_\_

Emergency Contact: *(Do not insert the name of an occupant or co-applicant.)*

Name and Relationship: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Name all other persons who will occupy the Property:

|             |                     |            |
|-------------|---------------------|------------|
| Name: _____ | Relationship: _____ | Age: _____ |
| Name: _____ | Relationship: _____ | Age: _____ |
| Name: _____ | Relationship: _____ | Age: _____ |
| Name: _____ | Relationship: _____ | Age: _____ |

Applicant's Current Address: \_\_\_\_\_ Apt. No. \_\_\_\_\_  
\_\_\_\_\_  
(city, state, zip)

Landlord or Property Manager's Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Phone: Day: \_\_\_\_\_ Nt: \_\_\_\_\_ Mb: \_\_\_\_\_ Fax: \_\_\_\_\_  
Date Moved-In: \_\_\_\_\_ Move-Out Date \_\_\_\_\_ Rent \$ \_\_\_\_\_  
Reason for move: \_\_\_\_\_

Residential Lease Application concerning \_\_\_\_\_

Applicant's Previous Address: \_\_\_\_\_ Apt. No. \_\_\_\_\_  
(city, state, zip)

Landlord or Property Manager's Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Phone: Day: \_\_\_\_\_ Nt: \_\_\_\_\_ Mb: \_\_\_\_\_ Fax: \_\_\_\_\_  
Date Moved-In \_\_\_\_\_ Move-Out Date \_\_\_\_\_ Rent \$ \_\_\_\_\_  
Reason for move: \_\_\_\_\_

Applicant's Current Employer: \_\_\_\_\_  
Address: \_\_\_\_\_ (street, city, state, zip)  
Employment Verification Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Start Date: \_\_\_\_\_ Gross Monthly Income: \$ \_\_\_\_\_ Position: \_\_\_\_\_  
*Note: If Applicant is self-employed, Landlord may require one or more previous year's tax return attested by a CPA, attorney, or other tax professional.*

Applicant's Previous Employer: \_\_\_\_\_  
Address: \_\_\_\_\_ (street, city, state, zip)  
Employment Verification Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Employed from \_\_\_\_\_ to \_\_\_\_\_ Gross Monthly Income: \$ \_\_\_\_\_ Position: \_\_\_\_\_  
*Note: Applicant is responsible for including the appropriate contact information for employment verification purposes.*

Describe other income Applicant wants considered: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List all vehicles to be parked on the Property:

| Type | Year | Make | Model | License Plate No./State | Mo. Payment |
|------|------|------|-------|-------------------------|-------------|
|      |      |      |       |                         |             |
|      |      |      |       |                         |             |
|      |      |      |       |                         |             |

Will any animals (dogs, cats, birds, reptiles, fish, and other animals) be kept on the Property?  yes  no  
If yes, list all animals to be kept on the Property:

| Type & Breed | Name | Color | Weight | Age in Yrs. | Gender | Neutered?   | Bite History?   | Rabies Shots Current?                                 | Assistance Animal?                                    |
|--------------|------|-------|--------|-------------|--------|---|---|---|---|
|              |      |       |        |             |        | <input type="checkbox"/> Y <input type="checkbox"/> N | <input type="checkbox"/> Y <input type="checkbox"/> N | <input type="checkbox"/> Y <input type="checkbox"/> N | <input type="checkbox"/> Y <input type="checkbox"/> N |
|              |      |       |        |             |        | <input type="checkbox"/> Y <input type="checkbox"/> N | <input type="checkbox"/> Y <input type="checkbox"/> N | <input type="checkbox"/> Y <input type="checkbox"/> N | <input type="checkbox"/> Y <input type="checkbox"/> N |
|              |      |       |        |             |        | <input type="checkbox"/> Y <input type="checkbox"/> N | <input type="checkbox"/> Y <input type="checkbox"/> N | <input type="checkbox"/> Y <input type="checkbox"/> N | <input type="checkbox"/> Y <input type="checkbox"/> N |
|              |      |       |        |             |        | <input type="checkbox"/> Y <input type="checkbox"/> N | <input type="checkbox"/> Y <input type="checkbox"/> N | <input type="checkbox"/> Y <input type="checkbox"/> N | <input type="checkbox"/> Y <input type="checkbox"/> N |

If any of the animals listed above are assistance animals, please provide appropriate documentation with a reasonable accommodation request for the assistance animal(s).

|                          |                          |
|--------------------------|--------------------------|
| <u>Yes</u>               | <u>No</u>                |
| <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> |

Will any waterbeds or water-filled furniture be on the Property?  
 Does anyone who will occupy the Property smoke?  
 Will Applicant maintain renter's insurance?  
 Is Applicant or Applicant's spouse, even if separated, in military?  
 If yes, is the military person serving under orders limiting the military person's stay to one year or less?

|                          |                          |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> |

Has Applicant ever:  
 been evicted?  
 been asked to move out by a landlord?  
 breached a lease or rental agreement?  
 filed for bankruptcy?  
 lost property in a foreclosure?  
 been convicted of a crime? If yes, provide the location, year, and type of conviction below.  
 Is any occupant a registered sex offender? If yes, provide the location, year, and type of conviction below.  
 had any credit problems, slow-pays or delinquencies? If yes, provide more information below.  
 Is there additional information Applicant wants considered?

Additional comments: \_\_\_\_\_

**Authorization:** Applicant authorizes Landlord and Landlord's agent, at any time before, during, or after any tenancy, to:

- (1) obtain a copy of Applicant's credit report;
- (2) obtain a criminal background check related to Applicant and any occupant; and
- (3) verify any rental or employment history or verify any other information related to this application with persons knowledgeable of such information.

**Notice of Landlord's Right to Continue to Show the Property:** Unless Landlord and Applicant enter into a separate written agreement otherwise, the Property remains on the market until a lease is signed by all parties and Landlord may continue to show the Property to other prospective tenants and accept another offer.

**Privacy Policy:** Landlord's agent or property manager maintains a privacy policy that is available upon request.

**Fees:** Applicant submits a non-refundable fee of \$ 70.00 to Property Management Services of Texas (entity or individual) for processing and reviewing this application. Applicant  submits  will not submit an application deposit of \$ \_\_\_\_\_ to be applied to the security deposit upon execution of a lease or returned to Applicant if a lease is not executed.

**Acknowledgement & Representation:**

- (1) Signing this application indicates that Applicant has had the opportunity to review Landlord's tenant selection criteria, which is available upon request. The tenant selection criteria may include factors such as criminal history, credit history, current income and rental history.
- (2) Applicant understands that providing inaccurate or incomplete information is grounds for rejection of this application and forfeiture of any application fee and may be grounds to declare Applicant in breach of any lease the Applicant may sign.
- (3) Applicant represents that the statements in this application are true and complete.
- (4) Applicant is responsible for any costs associated with obtaining information.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

*For Landlord's Use:*

On \_\_\_\_\_, \_\_\_\_\_ (name/initials) notified  
 Applicant  \_\_\_\_\_ by  phone  mail  e-mail  fax  in person that Applicant was  
 approved  not approved. Reason for disapproval: \_\_\_\_\_





### AUTHORIZATION TO RELEASE INFORMATION RELATED TO A RESIDENTIAL LEASE APPLICANT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
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I, \_\_\_\_\_ (Applicant), have submitted an application to lease a property located at \_\_\_\_\_ (address, city, state, zip).

The landlord, broker, or landlord's representative is:

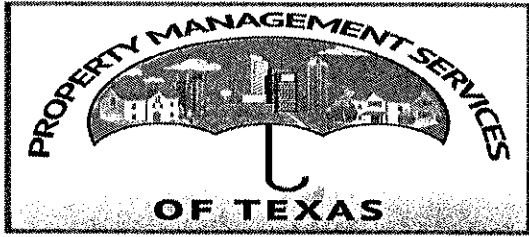
|                                       |                    |
|---------------------------------------|--------------------|
| _____                                 | (name)             |
| Property Management Services of Texas |                    |
| _____                                 | (address)          |
| 1747 Citadel Plaza, Suite 102         |                    |
| _____                                 | (city, state, zip) |
| San Antonio, TX 78209                 |                    |
| _____                                 | (fax)              |
| (210)662-6000 (phone) (210)661-5511   |                    |
| _____                                 | (e-mail)           |
| pmstx@pmstx.com                       |                    |

I give my permission:

- (1) to my current and former employers to release any information about my employment history and income history to the above-named person;
- (2) to my current and former landlords to release any information about my rental history to the above-named person;
- (3) to my current and former mortgage lenders on property that I own or have owned to release any information about my mortgage payment history to the above-named person;
- (4) to my bank, savings and loan, or credit union to provide a verification of funds that I have on deposit to the above-named person; and
- (5) to the above-named person to obtain a copy of my consumer report (credit report) from any consumer reporting agency and to obtain background information about me.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

*Note: Any broker gathering information about an applicant acts under specific instructions to verify some or all of the information described in this authorization. The broker maintains a privacy policy which is available upon request.*



**ADDENDUM TO RESIDENTIAL LEASE APPLICATION** VERSION 20190101  
**(Co-Applicants Prepare A Separate Application)**

Street Address \_\_\_\_\_ (Property) Apt/Unit No. \_\_\_\_\_

Processing Fee: Online Processing Fee is **\$65.00**. In Office (paper) Processing Fee is **\$70.00**.

Application Deposit (same as rent): \$ \_\_\_\_\_ Total Monthly Rent \$ \_\_\_\_\_ Term of Lease \_\_\_\_\_

**Cash will not be accepted at any time for Processing Fee and/or Application Deposit.**

Desired Date of Occupancy \_\_\_\_\_ Utilities paid by owner as follows: \_\_\_\_\_

Separate pet deposit **\$300-\$900+ per pet** (depending on weight) (if any) \$ \_\_\_\_\_ (a portion is non-refundable)

**APPLICATION PROCESSING FEE**

Applicant has physically inspected the proposed property and finds it suitable for Applicant's housing needs. Applicant hereby tenders a **NON-REFUNDABLE** Processing Fee to Property Management Services of Texas, Inc. (PMSTX, Landlord's Broker) to process the complete application(s) and in consideration for Landlord removing the property from the rental market. **Applications that are not complete will not be accepted.** The Application Processing time is normally two (2) to four (4) business days.

**APPLICATION DEPOSIT**

**If the Application Deposit is NOT received within the time as described below; the property will be placed Back On the Market.**

With the Online Processing; a Third Party company will process the completed application(s). The Third Party Company will inform you if the Online Application is not complete. The Applicant will be notified by PMSTX, when the Online Application has been approved. The approved Applicant will be given until the close of the next business day to submit the Application Deposit to PMSTX. This may be done by bringing the Application Deposit in Certified Funds to the office made payable to Property Management Services of Texas; in the memo section; please indicate the property address and your last name.

With the In Office (paper) Processing: the Application Deposit must be submitted with the completed application. **Application for Rental, Information About Brokerage Services, Duplicates of Photo ID, proof of your SS card and Proof of Income must be attached before processing.** The entire Application Deposit will be refunded, only if this application is not approved.

## APPLICATION DEPOSIT AGREEMENT

**Once approved and the Applicant fails to enter into the contemplated lease, a Leasing Fee of \$200.00, a \$150.00 Administrative Fee, AND a daily rate fee of the proposed rent calculated from the date the Online Application was approved or the In Office application was submitted and end on the date of the termination notice. The above fees will be taken from the Application Deposit and shall be forfeited to PMSTX; the balance will take two (2) to four (4) business days to refund.**

### OTHER INFORMATION

THIS APPLICATION IS PRELIMINARY ONLY AND DOES NOT OBLIGATE LANDLORD'S BROKER OR LANDLORD TO EXECUTE A LEASE OR DELIVER POSSESSION OF THE PROPOSED PREMISES. If Landlord or Landlord's Broker is unable to deliver possession of the Property to the approved Applicant on the desired date of occupancy for any reason, Landlord and Landlord's Broker shall not be liable to Applicant for such delay. If Applicant's occupancy is delayed by more than five (5) days thereafter, Applicant may withdraw the application and Landlord's Broker shall refund to Applicant the Application Deposit paid.

If the deposit is in certified funds (Money Order or Cashiers Check) and your application is not approved, your deposit will be returned immediately. Applicants with little or marginal credit information may be asked to deposit additional funds prior to or at the time the lease is executed.

You are not authorized to occupy the property or receive keys until the contemplated lease and other rental documents have been properly executed by **ALL** applicants over the age of 18, and only after applicable rent, required security deposit, and pet deposits have been paid.

**A copy of Landlord's Residential Lease Agreement and customary terms and provisions are available in the office of Property Management Services of Texas, Inc. for your review prior to lease execution.**

Before entering into a lease, please confirm that your children may attend the schools we have listed and that the property contains all accessories and utilities necessary for your desired uses.

**APPLICANT'S Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**CO-APPLICANT'S Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**SHOWING AGENT'S Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Showing Agent's Company and Address** \_\_\_\_\_

**Property Management Services of Texas, Inc.  
1747 Citadel Plaza, Suite 102, San Antonio, TX 78209  
(210) 662-6000**



## Information About Brokerage Services

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

### TYPES OF REAL ESTATE LICENSE HOLDERS:

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

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

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

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

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

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

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

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

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

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

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

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

|  |                |                        |                      |
|--|----------------|------------------------|----------------------|
| <b>Property Management Services of TX, Inc.</b>                    | <b>9004011</b> | <b>pmstx@pmstx.com</b> | <b>(210)662-6000</b> |
| Licensed Broker /Broker Firm Name or Primary Assumed Business Name | License No.    | Email                  | Phone                |
| <b>Bill Williamson, ARM, MPM, RMP, TRLP 2015</b>                   | <b>257482</b>  | <b>bill@pmstx.com</b>  | <b>(210)662-6000</b> |
| Designated Broker of Firm  | License No.    | Email                  | Phone                |
| Licensed Supervisor of Sales Agent/ Associate                      | License No.    | Email                  | Phone                |
| Sales Agent/Associate's Name                                       | License No.    | Email                  | Phone                |

Buyer/Tenant/Seller/Landlord Initials \_\_\_\_\_ Date \_\_\_\_\_

Regulated by the Texas Real Estate Commission

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

TAR-2501

IABS 1-0 Date

Property Management Services Of Texas, Inc., 1747 Citadel Plaza, Suite 102 San Antonio, TX 78209  
Bill Williamson

Phone: (210) 662-7355

Fax: (210) 661-5511

Lease Application

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

**FOR OFFICE USE  
PROCESSING NEW RESIDENT**

| DUTIES  | Responsibility of: |         |              |
|---|--------------------|---------|--------------|
|   | Date               | Initial | Title        |
| 1. Post duty books with "application pending", date and initials. <b>Attach Agency Disclosure.</b>  |                    |         | AGENT        |
| 2. Collect funds:<br>Security Deposit _____ Bank _____<br>Check# _____ Application Fee _____  |                    |         | RA           |
| 3. Post rental commission sheet. If outside agent showed, note name and address of Broker for payment. Attach business card if available.   |                    |         | RA           |
| 4. Run verifications: (Complete qualification sheet.)<br>a. Background Check _____<br>b. Verify funds _____ c. Former Residence(s) _____<br>d. Employment _____ e. Credit Report _____<br>f. Copy of Photo ID & Social Security Card _____ g. Agency disclosure signed _____  |                    |         | RA           |
| 5. <b>APPLICATION DISAPPROVED: BY</b> _____<br>a. Notify applicant (Name): _____ Date: _____ Time: _____<br>b. Remove application pending from duty books. Re-activate in MLS, if necessary.<br>c. Complete Credit Reporting Letter of Disclosure.<br>d. Refund deposit w/Letter of Disclosure. <input type="checkbox"/> Mail <input type="checkbox"/> Pick up<br>e. File application in denied application folder.<br><b>CHECKLIST COMPLETE</b><br><b>OR</b><br><b>APPLICATION APPROVED: BY</b> _____<br>a. Notify applicant/set move-in appointment.<br>Person notified _____<br>b. Post Appointment Book. Date: _____ Time: _____<br>c. Post to Property Status Bulletin Board.<br>d. Establish lease effective date: _____<br>e. Remove listing from duty books and file in folder. Change MLS listing to PENDING.<br>f. Check folder for updated move in report. Notify PA if inspection is needed.<br>g. Type lease. Check if home has been re-keyed. If not, add verbiage in Special Provisions of Lease on calling Locksmith, include Resident information Letter, Credit Report, Notice of Accountability, Inventory and Condition Form, Information About Brokerage Services, Minimum Charges, Lead Based Paint Addendum (if applicable), and Pet Addendum (if applicable). File in folder. |                    |         | RA           |
| 6. Receipt funds-Computer entry.<br>APPLICATION FEE: \$ _____ SECURITY DEPOSIT: \$ _____  |                    |         | BK           |
| 7. Remove sign and lockbox. Obtain key from locksmith. Insure inspection is complete and filed in folder.   |                    |         | PA           |
| 8. <b>MOVE-IN: HIGHLIGHT LEASE PARAGRAPHS.</b> Review with and have resident sign all documents. Check for correct dates, names, amounts, signatures. <b>Resident must initial all changes. All keys go to new residents AFTER PROOF OF RENTERS INSURANCE IS OBTAINED.</b>  |                    |         | RA           |
| 9. Collect and receipt funds:<br>Rent: \$ _____ Pet Deposit: \$ _____   |                    |         |              |
| 10. Change MLS listing status to RENTED<br>If applicable, notify homeowners' association of new resident. Advise property owner!  |                    |         | AA           |
| 11. Close utility accounts: Water _____ Electric _____ Gas _____  |                    |         | RA           |
| 12. Activate new resident in computer. Enter funds. Leasing fee? _____ Amount: \$ _____<br>OR _____%. Late Fee/Management Fee: Amount \$ _____ OR _____%.<br>Day Late Fee/Management Fee Amount \$ _____ OR _____%<br><br><b>(RA - VERIFY THE ABOVE INFORMATION FROM MANAGEMENT CONTRACT)</b>   |                    |         | RA<br><br>BK |
| 13. Suspense receipt of Inventory and Condition Form. Remove property from lawn list. Enter work order for re-key. Work Order # _____   |                    |         | WC           |
| 14. Inform insurance company if Vacancy Clause was placed on property.  |                    |         | WC           |
| 15. File in this sequence <b>Scan ALL to PM Records:</b><br>a. Master Move in Report<br>b. Applications<br>c. Credit Reports<br>d. Lease with applicable addendums  |                    |         | AA           |

## RESIDENT QUALIFIER

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

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

**Financial Summary:** Rent \$ \_\_\_\_\_ Sq. Footage \_\_\_\_\_

Test One

Test Two

Income \$ \_\_\_\_\_ X 35% = \_\_\_\_\_  
(If less than rent, decline)

|                              |           |
|------------------------------|-----------|
| Income                       | \$ _____  |
| Bills (appl. and cr. report) | \$ _____  |
| Utility (.12 X sq. footage)  | _____     |
| Childcare (use both wk)      | \$ 300.00 |
| Misc.                        | \$ 500.00 |

Bal \$ \_\_\_\_\_ - Rent \$ \_\_\_\_\_ = \_\_\_\_\_  
( \$ left over must equal to @ least \$150.00 per person)

- |                       |  |
|-----------------------|--|
| Bankruptcy            | Decline if less than 1 years old. If over 1 years must have good credit established. |
| Court Judgment        | Decline if for an eviction. If not eviction decline if less than 3 years.            |
| Tax Lien              | Decline if less than 3 years. If paying must be included in debts.                   |
| Foreclosure           | Decline if less than 3 years. If over 3 years must have good credit established.     |
| Repossession          | Decline if less than 3 years.  |
| Collections           | Decline if less than 3 years.  |
| Past Due Accounts     | Decline if 20% or more of total accounts are past due.                               |
| Check writing history | Decline if negative  |
| Credit Score          | Decline if credit score is less than 550   |

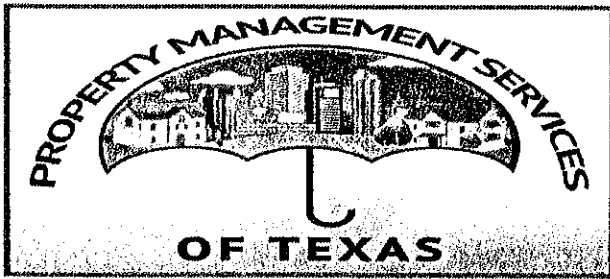
### Residential Summary (Questions to ask previous landlord)

1. \_\_\_\_\_ Did tenant pay rent on time?
2. \_\_\_\_\_ Any NSF checks?
3. \_\_\_\_\_ Tenant remove or abuse property, leave property clean?
4. \_\_\_\_\_ Was tenant a nuisance, any complaints?
5. \_\_\_\_\_ Did tenant give 30 day notice of intent to move?
6. \_\_\_\_\_ Did tenant stay until end of lease?
7. \_\_\_\_\_ Would you re rent to this tenant?

### Employment Summary (Questions to ask employer)

- | HIM      | HER   |                                     |
|----------|-------|-------------------------------------|
| 1. _____ | _____ | Employment Start Date               |
| 2. _____ | _____ | Gross Monthly Salary/Wage confirmed |
| 3. _____ | _____ | Is position permanent vs temporary  |
| 4. _____ | _____ | Any transfer pending?               |
| 5. _____ | _____ | Is employee in good standing?       |
| 6. _____ | _____ | Any overtime / Yes or No?           |

If **Felony** conviction - Interview and establish when convicted, what the crime was, and if on probation -- then go to management.



National Association of Residential Property Managers

Dear Resident:

Thank you for choosing Property Management Services of Texas, Inc. to help you in locating a home. We understand the problems that can arise in any move, and have tried to anticipate your needs for a smooth transition into your new home. Please read the attached Resident Information Letter, which explains the lease agreement more fully. It will also answer many questions that from experience, we have found are frequently asked.

We are closed on weekends and major holidays, but in an emergency, our staff can be reached by calling the office and following the voicemail instructions, the emergency phone number is 210-861-1002. Our on-call representatives will contact a repairperson to handle **emergency repairs only**. Please do not expect them to be able to assist you with any other request; they will advise you to contact personnel in property management during normal business hours. Your cooperation and understanding is appreciated.

We need and appreciate your business, and our staff will do their utmost to resolve problems to your satisfaction. Our goal is to always provide you with efficient and courteous service. Please feel free to offer suggestions on how we can improve this packet and our services to you.

If you consider purchasing a home one of our agents can guide you through the process of becoming a homeowner.

We wish you a very pleasant stay and look forward to a mutually satisfying relationship. When being assisted by a staff member, ask for their name. I ask that you provide me with comments regarding the service you receive, good or bad. Feel free to call me at any time. My extension is 204.

Sincerely,

Bill Williamson, ARM, MPM, RMP, TRLP 12015  
Broker

Sales Department  
(210) 662-7355



Property Management  
(210) 662-6000

Email: [pmstx@pmstx.com](mailto:pmstx@pmstx.com)

[www.pmstx.com](http://www.pmstx.com)

1747 Citadel Plaza, Suite 102, San Antonio, Texas 78209

ATTACHMENT 4



# KEYBOX AUTHORIZATION BY TENANT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
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## CONCERNING THE PROPERTY LOCATED AT

- A. The owner of the above-referenced Property has listed the Property for sale or lease with: Bill Williamson, ARM, MPM, RMP, TRLP 2015 (Broker).
- B. The owner has authorized the Broker to place a keybox on the Property.
- C. **A keybox is a locked container placed on the Property that holds a key to the Property. The keybox is opened by a special combination, key, or programmed device so that authorized persons may enter the Property, even in the tenant's absence. The keybox is a convenience, but involves risks (for example, unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.**
- D. The undersigned tenant authorizes Broker to place a keybox on the Property.
- E. Special Provisions:

**Owner and Broker advise tenant to remove or secure jewelry, prescription drugs, and other valuables.**

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

E-Mail: \_\_\_\_\_

(TXR-1411) 1-7-04

Page 1 of 1



## RESIDENT INFORMATION LETTER

- CHECK-IN PROCEDURES:** At the time you sign your lease, you will be provided an **INVENTORY AND CONDITION FORM**. You have seven (7) days after occupancy to report, **in writing**, on your **INVENTORY AND CONDITION FORM** any defects. This does not mean that all flaws or minor defects will be corrected - only those that we deem required. Repairs deemed required will not be assessed a maintenance expense. Please do not telephone this information to us; use your **INVENTORY AND CONDITION FORM** and **Repair Request Forms**. When returning your **INVENTORY AND CONDITION FORM** please provide us with your mobile phone numbers, work phone numbers and e-mail addresses. ***Your signature on the INVENTORY AND CONDITION FORM indicates the property has been re-keyed in compliance with state law. DO NOT FAX your INVENTORY AND CONDITION FORM as they are difficult to read.***
- UTILITIES:** Unless your lease indicates otherwise, utilities are the responsibility of the resident. Listed below are the telephone numbers to call to have utilities turned on and off.

### GAS AND ELECTRIC

|   |              |
|---|--------------|
| City Public Service (CPS).....                              | 210-353-2222 |
| GreyForest.....   | 210-695-8781 |
| Boerne Utilities.....                                       | 830-249-9511 |
| Hollywood Park.....   | 210-494-2023 |
| Live Oak.....   | 210-653-9140 |
| Guadalupe Valley Electric Co. (GVEC).....                   | 210-6587033  |
| Entex Gas (Converse, Universal City, Schertz & Cibolo)..... | 210-659-6788 |
| New Braunfels Utilities (NBU).....                          | 830-629-8400 |
| West Texas Gas, Inc.....                                    | 830-772-9953 |

### WATER

|   |              |
|---|--------------|
| San Antonio Water System (SAWS).....          | 210-704-7297 |
| Alamo Heights.....                            | 210-822-3331 |
| City of Cibolo.....                           | 210-658-9900 |
| Converse Water.....                           | 210-685-1965 |
| East Central SUD.....                         | 210-649-2383 |
| Fair Oaks Ranch.....                          | 888-652-7929 |
| Garden Ridge Water.....                       | 210-651-6831 |
| Green Valley Special Utility (Guadalupe)..... | 830-914-2330 |
| Kirby Water Works.....                        | 210-661-4671 |
| Live Oak Water.....                           | 210-653-9140 |

|                           |              |
|---------------------------|--------------|
| Schertz Water.....        | 210-658-7065 |
| Selma Water Works.....    | 334-431-7600 |
| Universal City Water..... | 210-659-0371 |
| Windcrest Water.....      | 210-655-2888 |

**TRASH**

|                                   |                  |
|-----------------------------------|------------------|
| Waste Management.....             | 800-800-5804     |
| Tiger Sanitation.....             | 210-333-4287     |
| C6 Disposal.....                  | 210-375-0066     |
| <br>City/General Information..... | <br>210-207-6000 |

**DIRECT TV** - Make written request through Property Management Services of Texas. Installation must be pre-approved in writing.

All dish installations **must** be approved in advance, in writing. You will be charged for all roof penetrations made by a company installing dish systems. Some owners will NOT permit a dish installation

**POST OFFICE-GENERAL INFORMATION-PostOffice Box Keys...800-275-8777**

**3. LEASE PAYMENTS:** In accordance with the provisions of your lease, your rental payment is **due** on or before the **1st day** of each month. If you fail to pay any month's rent or balance owed provided in the lease agreement, you will be charged late charges until your rent is paid in full. However, if we receive the rent by **11:59 p.m.** on the **fourth (4th) day** of the month, we will waive the late charges for that month. NO personal checks will be accepted for late payments. For security reasons, we do NOT accept cash payments. **Only certified funds or money orders will be accepted.** Your late charge is printed in your lease and is assessed as a fixed charge. If the rent payment is not received by the due date and time, the lease provides that we may charge you a late fee **AND** serve and charge you for a Notice to Quit and Vacate (NTQ) by providing at least a three (3) day written notice to vacate (NTQ) or amount of time as required by law. This is an eviction notice demanding that you pay immediately, **OR** move. If the rent, all late charges, and the service charge for the NTQ are not received in our office within four (4) days after receiving the NTQ, we will order a Forcible Entry & Detainer (FE&D), which is an additional cost to you. You will then receive a notice from a constable informing you of a court date to appear before a judge concerning this matter. If you do not appear in court, we will automatically receive authority to take possession of the property on a specific date and the owner will be awarded a monetary judgment, which will be filed and made a matter of public record.

**4. OFFICE HOURS:** Monday – Friday 9:00 AM to 5:00 PM (except on holidays).

**5. OFFICE STAFF DIRECTORY WITH EXT NUMBERS AND E-MAIL ADDRESSES:**

Cindy Beauvais.....Admin Manager.....Ext. 202 [pmstx@pmstx.com](mailto:pmstx@pmstx.com)  
Bill Williamson.....Broker.....Ext. 204 [bill@pmstx.com](mailto:bill@pmstx.com)  
Julie Williamson.....Resident Admin.....Ext. 213 [julie@pmstx.com](mailto:julie@pmstx.com)  
Billie Kotara.....Maint Coordinator.....Ext. 214 [billie@pmstx.com](mailto:billie@pmstx.com)  
Wendy Williamson.....Bookkeeper.....Ext. 229 [wendy@pmstx.com](mailto:wendy@pmstx.com)  
Marty Hutchison.....Marketing Manager.....Ext. 222 [marty@pmstx.com](mailto:marty@pmstx.com)

**6. NON-SUFFICIENT FUNDS (NSF) CHECKS:** The consequences of a rent check being returned to us for Non-Sufficient Funds (NSF) are costly. When your rent check comes back NSF, it is as if rent has never been paid. At that point, it costs you a NSF check handling charge, **plus** the late charge printed in your lease. These late charges accrue in accordance with your lease. Once we have communicated with you and have made notations of your intentions to make your NSF check good with a money order or cashier's check (no personal checks), **it is up to you to fulfill this agreement.** Failure to do so will leave us no option but to deliver a "Notice To Quit and Vacate". **After receiving an NSF check, we will no longer accept your personal check for payment of future rents, maintenance charges, etc. NSF checks will be turned over to the District Attorney for collection and prosecution.**

We realize that at times an NSF check is the result of a bank error. If this is the case, you must provide us with a letter from your bank stating it was their error in order for us to continue to accept your personal checks. The NSF fee must still be paid. **NSF rent checks will not be re-deposited.**

**7. BILLING FOR REPAIRS AND LATE CHARGES:** This expense to you is stipulated in your lease. Our policy is to withhold from your next regular monthly rent payment any amount you owe which is over thirty (30) days past due. This will cause you to be delinquent on your rent. If this occurs, we must proceed with our standard collection action by delivering a Notice to Quit, which becomes an additional expense to you. To prevent unnecessary expenses to you, please pay your non-rent charges on a timely basis.

**8. MAINTENANCE EXPENSE/SERVICE CALLS:** Your lease requires that all requests for maintenance or service be made in writing. You will be provided a form for this purpose. You may also obtain a copy of the request form from our website ([www.pmstx.com](http://www.pmstx.com)) or by picking up a copy in our lobby. Once you schedule an appointment with a vendor, it is your responsibility to keep it, or to reschedule. Our vendors charge for missed appointments. We pass these charges on to you. In accordance with your lease, you may be responsible for a portion of each service call. You will not be charged for repairs made to structural items, unless caused by a malicious or improper act. The Texas Real Estate Commission has identified the following as structural/non-structural items:

### STRUCTURAL

- Roof leak due to normal wear and tear
- Load bearing walls
- Water penetration
- Fireplaces and chimneys
- Floors
- Crack in walls (interior/exterior), ceilings/basements due to foundation shift

### NON-STRUCTURAL

- Swimming pools and mechanical equipment
- Air conditioning and heating repairs
- Appliance repairs
- Plumbing repairs
- Sprinkler systems
- Gas lines
- Electrical systems

Be sure you know how to change air conditioning filters and how to cut off utilities in your property. In an emergency, it may be necessary to cut off water, gas, electricity or all three. Also, know the location of your electric breaker panels (inside and outside). You should also understand how to light the pilot light on gas furnaces and hot water heaters. Look for the sewer clean out access point around your home as the cap to these can be removed to provide relief to internal sewage backups. Cable TV, satellite dish equipment, internet connections, telephone installation and maintenance expenses are the responsibility of the resident and their availability should be considered before move in. These are considered to be luxury items. The property owner must approve any installation of antennas, satellite dish, drilling through walls or other penetration of the structure. Please allow sufficient time to obtain this approval. **SPECIAL NOTICE:** No roof penetrations are permitted. You will be responsible for any damage to the property.

If a light fixture is marked to use no more than a 60 watt light bulb and you use a 100 watt or larger bulb, you can create a short and a possible fire hazard. Most fixtures require usage of 60 watt or smaller bulbs, so please be careful to use the proper bulb size.

If one of our repair people report that a problem was due to your negligence, you will be billed the total expense of the repair bill. If **you** call an independent repair person, **you** will be responsible for the total cost of the repair/service call and we cannot reimburse you for the amount of the bill. **YOU MUST CALL Property Management Services of Texas FOR ALL EMERGENCY REPAIRS.** All other requests must be in writing. You will receive a monthly statement from our office for your portion of an expense and the billed amount must be paid with the next month's rent. If not paid, we will deduct the amount owed from your rent payment, which will cause you to be delinquent on your rent and you will be charged late fees and sent and charged for a "Notice to Quit and Vacate" as indicated in your lease agreement.

9. **EMERGENCY REPAIRS:** Your lease provides the minimum dollar amount for which you will be responsible on each service call. You are liable for this minimum charge on all service calls that are not required to be paid by the landlord or are due to structural defects (refer to your lease agreement). Structural defects are defined in paragraph 8 of this document. Air conditioning repairs are paid for by the owner, only if you do your part to maintain the equipment. Your responsibility is to maintain

clean filters in the system by changing the filters at regular intervals, usually at least one time per month.

**Routine maintenance problems**, which occur after normal working hours, on holidays, or weekends, will be deferred until the next business day. Fill out a request form and fax, mail or drop the form off at our office. *It is extremely important for you to report a problem in a timely manner. Many repairs require parts from warehouses that close at 5:00 pm and on weekends. Waiting to report a seemingly insignificant problem may cause you to have to wait through a weekend without a critical service component, i.e. HVAC.* Only the following emergency calls will be handled after normal office hours:

**Emergency repairs (as defined below) should be reported immediately.**

- A. **FREE FLOWING WATER** that cannot be turned off and may result in damage to personal property and the home.
- B. **ELECTRICAL PROBLEMS** that may result in complete loss of power, possible fire and damage to the home and contents.
- C. **BACKING UP OF SEWER LINE**, which may create health hazards.
- D. **NO HEAT** during winter months.
- E. **EXTERIOR DOOR LOCKS** not locking which may cause the property to be unsecured.

Maintenance problems in the following categories **ARE NOT CONSIDERED TO BE AN EMERGENCY** and will not be acted on until the next business day, so please do not expect a return to normal service sooner.

- \* Air conditioning problems
- \* No hot water
- \* Broken windows
- \* Homes with two (2) complete bathrooms-toilet stoppage in one of the bathrooms
- \* Refrigerator problems

**Repair people are not employees of our company** and consequently, we do not control their work hours. Please advise us if a repair person does not arrive or if the work is not completed in a professional and satisfactory manner. If you require a special appointment time with a repair person that results in the repair person billing us an extra fee, you will be billed the amount that exceeds the regular service fee. Once an appointment for repairs has been made, it is your responsibility to keep your appointment. Fees for failure to keep an appointment will be charged to you.

Please keep in mind that while your problem may cause you inconvenience or discomfort, it may be something that can wait until the next normal working day. Again, your cooperation in this matter is appreciated. Please do not vent your frustrations on the technician sent to help you. Do not pay service people directly.

- 10. FOUNDATION MAINTENANCE:** Foundations are prone to shifting because our clay-like soils swell and shrink due to moisture changes, especially during droughts. This means we must water our foundations as well as our yards. You are responsible for watering the yard and foundation at reasonable and appropriate times to minimize/prevent the cracking of the foundation and shifting of the home. Periodic watering during dry seasons or the use of soaker hoses placed around the perimeter of the home is highly recommended. To help you in your effort please refer to the following guidelines:
- a. When watering the yard, ensure the sprinkler is putting water against the base of the foundation. Leave the water on for 30 minutes to one hour, two to three times a week. You can also use a 5/8" soaker/drip hose placed against the foundation for 30 minutes to one hour, two to three times a week.
  - b. It is best to water the foundation late in the evening. Make sure you are watering uniformly around the entire foundation. If the soil is pulling away from the foundation, then you are not putting enough water around the house.
- 11. SEWER STOPPAGE:** Your lease agreement clearly states who is responsible for the cost to correct plumbing damage and sewer stoppage. If the stoppage is due to a collapsed line, or if tree roots interfere with the line and cause breakage, you will not pay the maintenance charge printed in your lease. If the sewer needs augering due to a stoppage caused by your abuse or negligence, you will be charged the full expense of unclogging the sewer line.
- 12. GAS APPLIANCES: Caution and safety is a must when using gas appliances, call CPS Energy or your gas utility company if in doubt!!** If your home has a gas stove, hot water heater, furnace, or you are using gas space heaters **be extra careful!** If you smell gas in the home, prior to re-lighting the pilot light on your stove or re-lighting other gas appliances, make sure the home is properly ventilated by opening windows and doors. If, after you have properly ventilated your home, you still smell a gas odor; please call the office so that a contractor may be dispatched to check out the unit. Your gas supplier should also be called. When using gas stoves and gas wall, floor or space heaters, be sure to leave a window partially open, especially in sleeping areas. DO NOT work on vehicles in a garage that has a gas water heater. Fumes from items used to service vehicles and small engines (lawn mowers) may be ignited by the hot water heater.
- 13. REFRIGERATORS:** Several of our owners do NOT warrant refrigerators. (Check your lease agreement). If the property has a non-warranted refrigerator and it becomes inoperable, it will be your responsibility and expense to repair. Removal or replacement will be at the property owner's discretion. Repair of a unit at your expense does not make it your property. If you choose to replace the unit, please contact our office so we can annotate our records. For your protection, do not dispose of an

inoperable unit without **written** permission from Property Management Services of Texas, Inc. Do not store the refrigerator where small children may have access or climb into the unit.

- 14. FILTERS:** Air Filters in air conditioning and heating units require replacement AT LEAST ONCE EACH MONTH (some A/C units have filters that you clean once a month). Trouble remembering to change the filter? Change the filter when you pay the rent! Depending on the conditions, it may be necessary to replace the filter twice a month in order to be fully effective in keeping dirt out of the air conditioning or heating elements. The Residential Lease Agreement makes the Tenant responsible for supplying and changing the heating and air-conditioning filters at least once a month. Properties where pets are in the household should change filters more frequently. A pleated filter, while more expensive, is generally a better choice. Changing or cleaning these filters is your responsibility. If there is a breakdown of the system caused by dirty filters, you will be charged for the cleaning and necessary repairs. This expense generally exceeds \$300 in cost. Clean filters also mean lower maintenance and utility bills. If you have never changed a filter before, ask our staff to show you how. If the owner has provided a washable filter, be sure to keep it clean and return the filter on your departure.
- 15. LAWN FERTILIZATION:** In the spring of each year the owner, at no cost to you, may fertilize the lawn. If your lawn is fertilized it is your responsibility to water it sufficiently to avoid burn damage. If the owner of the property you occupy has contracted this service, the company applying the fertilizer will contact you and leave instructions on how to maximize the benefit of their treatment.
- 16. LAWN MAINTENANCE:** You are responsible for upkeep of the lawn, shrubbery, and trees on a continual basis. This includes cutting, weeding, edging, trimming, and watering of the lawn. Remember, the exterior appearance of the home reflects the living conditions of the residents. Routine pruning to keep tree limbs away from the roof is your responsibility. If you believe the trees are too large or require major trimming, please contact our staff.
- 17. BASKETBALL EQUIPMENT:** Please do not install any type of basketball equipment on the roof or any other portion of the house. Installation of this equipment causes damage to the roof of the home. Also, the shingle edges are broken by basketballs continually rolling off the edge. Once these edges become damaged, water penetrates the roof edge (fascia) and soffitt of the trim. Wood rot begins and major work will be required to repair this damage.
- 18. PEST CONTROL:** The control of mice, ants, roaches, silverfish, scorpions, etc., is **your** responsibility. The property owner does not provide this service, unless noted in writing upon initial check-in and then only a one-time treatment (We must be notified in writing of a pest control issue within the first 7 days of the lease).

- 19. PETS:** Contact our office BEFORE acquiring any pet. Having an unauthorized pet on the property is a violation of your lease. Some owners do not permit pets. If a pet(s) is/are authorized, we will require a deposit for each authorized pet. If you have, or obtain a pet(s) you must control them to insure no damage or disturbance occurs. Any damage caused by pets will be charged to you. Pit Bulls, Bull Terriers, Doberman Pinschers, German Shepherd, Rottweilers, Akita, Chow-Chows, Dogo Argentino, Ban Dog, Husky-Alaskan Malamute, any of the Russian Shepherds, and/or other breeds deemed to possess aggressive behavior or are trained for attack purposes are **not** permitted. A portion of your pet deposit is non-refundable. Pets must be vaccinated and licensed, when required. If you wish to obtain a pet after moving into your home, please **check with our office first**. Some owners do not permit pets and it will be much easier on your family to know this before bringing a new pet home. When an unauthorized pet is on the premises, we will charge you in accordance with your lease.
- 20. PARKING AND REPAIR OF VEHICLES:** Please **DO NOT** park or clean vehicles on grass areas around the home. Major vehicle repair is not allowed in the driveway or on the street in front of the home. All vehicles must be properly licensed, inspected and tagged; otherwise, you will be notified to take immediate corrective action or remove the vehicle from the property. Failure to correct the situation may cause the vehicle to be towed at your expense. Keep the driveway of the home free of oil stains. If your vehicle is dropping alot of oil, have it repaired and maintain protection of the concrete until it is repaired. Power wash the stained concrete to maintain a fresh curb appeal of your home.
- 21. SMOKE ALARMS:** All rental property must have a minimum of one smoke alarm per floor. Newer homes must have a smoke detector in each bedroom. You should check the alarms periodically to insure proper operation. The primary cause of an inoperative unit is "dead" batteries; it is your responsibility to replace them. To determine if the smoke alarm is operative the best way to test is with canned smoke. Some alarms will beep to indicate a weak battery. To check the battery push the "test" button on the detector. If the batteries are okay, the alarm will sound. **Notify us immediately if your home does not have a smoke alarm or if the one(s) you have are inoperative.**
- 22. LEASE TERMINATION:** Thirty (30) to sixty (60) days prior to your lease expiring, you will receive a lease expiration notice from us outlining the provisions of a lease renewal. Should these provisions not coincide with your plans, we ask that you arrange for a check-out as outlined below. Please **provide us with a written notice thirty (30) days** prior to your lease expiration date if you do not plan to renew your lease, or if you plan to vacate your home at any time prior to your normal lease expiration. A form that may be used for this purpose is available in our lobby, on our website, or can be requested by email. **If you fail to vacate the Property on or before the Termination Date of your Lease or at the end of any renewal period, you will pay rent for the holdover period and indemnify the Landlord and/or prospective tenants for damages, including lost rent, lodging expenses, and attorney's fees.** Thirty (30) days prior to your departure date, we will place a sign in



the yard, a key box on your home, and begin showing the property to prospective residents. A key box is a locked container in which a key to the property is placed. The key box may be opened with a special combination thereby enabling the Property Management Services of Texas, Inc. representative and cooperating brokers to gain access to the property. Showing appointments will be made by either a representative of Property Management Services of Texas, Inc. or Centralized Showing Service. If a key box **is not authorized**, you must submit a written notice of withdrawal accompanied by a check for \$250.00 as consideration for the withdrawal. You will be charged \$75.00 for each missed showing. **Please do not allow any prospective residents in your home unless accompanied by a real estate agent.** Showings will be scheduled between 9:00 a.m. and 6:00 p.m. Monday thru Saturday and between Noon and 6:00 p.m. on Sunday, unless otherwise authorized. Your lease allows us to enter your home for the purpose of showing the property. Most showings will be made through a company called Centralized Showing Service, they may contact you for showings. Their phone number is (210) 222-2227. **We will honor the military clause in your lease. However, we will need to have your orders signed by the orders issuing authority, housing office or the member's unit commander, certifying the orders to be official.**

- 23. LEASE RENEWALS:** Upon receipt of your renewal intention letter, a representative of Property Management Services of Texas, Inc. will contact you to schedule a walk-through or property review of your home. This walk-through will take approximately 15-60 minutes and will serve as a recommendation to renew or not renew your lease. Upon completion of the walk-through, no earlier than 30 days prior to the expiration of your current lease, a renewal letter will be sent. The lease provides for an automatic extension on a month to month basis if we neglect to forward you a Lease Expiration Notice informing you your Lease will expire and asking if you desire to renew your lease. We do not normally do month to month extensions. Our letter to you is our way of advising you that we intend to have a lease and not a month to month rental agreement.
- 24. CHECK-OUT PROCEDURES:** A check-out inspection is the official termination of your occupancy and must be accomplished before any security deposit can be refunded. The check-in inspection sheets will be used as a reference for check-out. Check-outs will be performed by a representative of Property Management Services of Texas, Inc. as our schedule allows. **YOU DO NOT NEED TO BE PRESENT FOR MOVE OUT INSPECTION.** **Please do not forget to leave a forwarding address when surrendering keys.** Please be certain the property is ready for inspection. Approximately thirty (30) days before check-out, you will be provided a detailed check list to assist you in preparing for move-out. This inspection will determine deductions from your security deposit. Please return, garage door opener controls, "ALL" keys, pool passes and other security control devices provided when you moved in. Be sure all oven, dishwasher and refrigerator parts remain in the home.

**25. CARPET AND TILE CLEANING:** In the past, we would allow our residents to choose a company of their choice to clean the carpets upon their departure. We only asked that the resident's chosen carpet-cleaning company guarantee their work to pass our inspector's scrutiny on the departure inspection. Because we have had so much difficulty with companies guaranteeing their work, we will **always** use our contractors to clean your carpet on departure. Your responsibility is to vacuum the carpet. The charge for the cleaning will be deducted from your deposit. Frequently, homes will be provided with a "super market floor" shine on delivery to a resident. This costs the owner approximately \$150.00. On departure the owner expects the floors returned to this cleanliness and shine. We will charge you the actual cost to restore the tile floors.

**26. SECURITY DEPOSITS: Security Deposits Will Be Forfeited When A Lease Is Violated!!!** By law (Texas Property Code §92.108) security deposits cannot be used for payment of the last month's rent. Penalty for applying the security deposit to rent is **TREBLE** the rent amount and attorney fees. The list below contains the **MINIMUM** we will charge for damages appearing at check-out. If the actual charge is greater, you will be billed the higher charge. Deposits will be forwarded to you within thirty (30) days of check-out, less any amounts withheld for repairs and cleaning, provided you have given us a forwarding address. **PLEASE DO NOT PLAN TO RECEIVE YOUR DEPOSITS BEFORE THE EXPIRATION OF THE PERMITTED THIRTY DAYS.**

**MINIMUM CHARGES**

|  |                |
|--|----------------|
| Automatic garage door opener controls.....   | \$65.00ea      |
| Failure to return pool key or special security door key.....                                 | 100.00-200.00  |
| Cleaning a dirty stove or oven .....   | 100.00         |
| Cleaning a dirty vent hood.....  | 45.00          |
| Cleaning a dishwasher .....  | 40.00          |
| Cleaning cabinets.....   | 35.00          |
| Cleaning counter tops.....   | 30.00          |
| Cleaning dirty flooring (not carpeted) per room .....  | 75.00          |
| Cleaning tubs, toilets, showers (Single Unit).....   | 85.00          |
| Clean a dirty bathroom (including tub, toilet, and sink) .....                               | 95.00          |
| Cleaning a dirty refrigerator/freezer .....  | 70.00          |
| Replacement of range broiler pans.....   | 75.00          |
| Replacement of oven drip pans.....   | 55.00          |
| Replacement of reflector pans on the stove (each) .....                                      | 25.00          |
| Replacement of Tank Tops.....\$40.00.....Commode Seats .....                                 | 35.00          |
| Replacement of Toilet Paper Holders...\$15.00.....Towel Bars. ....                           | 35.00          |
| Replacement of A/C Filters.....  | 10.00-25.00    |
| Replacement of Door Stoppers .....   | 10.00          |
| Replacement of Blinds.....   | 50.00-150.00   |
| Removing trash from exterior of house .....  | Minimum 100.00 |
| Removing trash from interior of house .....  | Minimum 100.00 |
| Cleaning & deodorizing carpets (per room) .....  | 85.00          |
| Clean walls (per room) .....   | 100.00         |
| Wash windows and tracks (per room) .....   | 50.00          |
| Broken window(each, depending on size/larger & double pane windows cost more).....           | 75.00-300.00   |
| Broken patio door glass (includes scratches) Single Pane \$200-300.....Double Pane .....     | 300-400.00     |
| Window screens (price varies with size of screen) .....                                      | Minimum 55.00  |
| Entry door screen (screen only) .....  | Minimum 100.00 |
| Patio screen door (screen only).....   | 100.00         |
| Patio screen door .....  | 125-225.00     |
| Replacement of heat lamp(s) each.....  | 50.00          |
| Replacement of battery in smoke alarm .....  | 20.00          |
| Replacement of ceiling light covers .....  | 60.00          |
| Cutting and edging of lawns, trees and bushes .....  | 100-300.00     |
| De-fleaing the entire house (inside & out), if you have pets.....                            | 140-150.00     |
| Trip charge .....  | 100.00         |
| Light Bulbs-1 <sup>st</sup> Bulb \$15.00 Every Bulb Thereafter (unless Specialty Bulbs)..... | 10.00ea        |
| Reinstall Doors on Track.....  | 100.00         |
| Automobile Removal.....  | 500.00         |
| Pressure Wash Concrete Drive to remove oil stains.....                                       | 150-200.00     |
| Hazardous waste removal (old oil, car batteries, paint cans, etc.) .....                     | 200.00         |
| Unauthorized Installation of Antenna/Dish.....   | 750.00         |
| Replacement of smoke alarm/Carbon monoxide detectors .....                                   | \$ 50.00       |

**PROPERTY MANAGEMENT SERVICES OF TEXAS, INC.**

1747 Citadel Plaza, Suite 102, San Antonio, Texas 78209

Tel: (210) 662-6000 Fax: (210) 661-5511 E-mail: pmstx@pmstx.com

www.pmstx.com

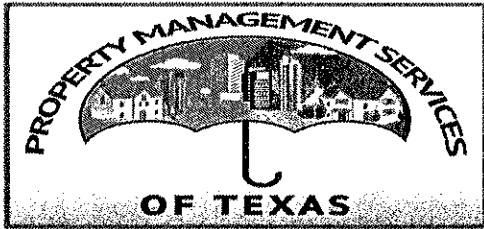
**MAKE THE REAL ESTATE INVESTMENT OF A LIFETIME!**

**SHOULD YOU DESIRE TO PURCHASE A HOME, CALL ONE OF OUR AGENTS AT 210-662-7355**

**\*\*THESE MINIMUM CHARGES ARE SUBJECT TO CHANGE AT ANYTIME WITHOUT NOTICE\*\***

PMSTX Rep's Initials \_\_\_\_\_ / Date: \_\_\_\_\_

Tenant's Initials \_\_\_\_\_ / Date: \_\_\_\_\_



Office Hours: Monday – Friday 9:00 am – 5:00 pm  
Property Management: 210-662-6000  
Ext. 214 or 206  
Fax #210-661-5511

**REPAIR REQUEST FORM**

www.pmstx.com  
maint@pmstx.com

DATE OF REQUEST: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TENANT NAME (contact person) \_\_\_\_\_ HOME #: \_\_\_\_\_

WORK #1: \_\_\_\_\_ WORK #2: \_\_\_\_\_

CELL #1: \_\_\_\_\_ CELL#2: \_\_\_\_\_

Please indicate best hours to reach you and best phone# \_\_\_\_\_  
\*\*\*NO ONE WILL BE DISPATCHED UNLESS PHONE NUMBER PROVIDED\*\*\*

E-MAIL ADDRESS: \_\_\_\_\_

PETS IN HOME: \_\_\_ YES \_\_\_ NO. If yes, where \_\_\_\_\_ Name \_\_\_\_\_

I (We) understand that under some circumstances I (we) may need to pay in advance for costs I (we) may be liable for under the lease.

I (We) do do not authorize Property Management Services of Texas to issue a key to enter the property during normal business hours.

I (We) do do not have an alarm system. Code: \_\_\_\_\_ Subdivision Gate Code: \_\_\_\_\_

A person at least 18 years of age must be present to let contractors inside.

**DESCRIPTION OF PROBLEM**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of tenant making request

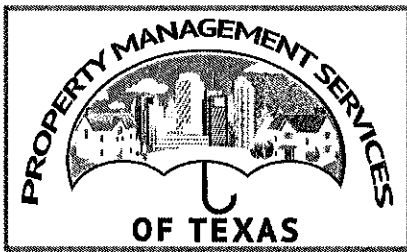
OFFICE USE:  
Person Receiving Request: \_\_\_\_\_ Date Received: \_\_\_\_\_

Vendor Assigned: \_\_\_\_\_ Date Assigned: \_\_\_\_\_

Vendor Phone: \_\_\_\_\_ WO # \_\_\_\_\_

Remarks \_\_\_\_\_ Date Action Complete \_\_\_\_\_

Promas  L:Drive



Office Hours: Monday - Friday 9:00 am - 5:00 pm  
Property Management: 210-662-6000

Fax #210-661-5511

**30 DAY NOTICE LETTER**

[www.pmstx.com](http://www.pmstx.com)  
[pmstx@pmstx.com](mailto:pmstx@pmstx.com)

This letter is my 30 day notice to vacate the premises at \_\_\_\_\_  
(Property Address)  
on \_\_\_\_\_, 20\_\_\_\_\_.

Reason for Move: \_\_\_\_\_

Military Orders: \_\_\_\_\_ Yes \_\_\_\_\_ No. If yes, please attach orders. (Orders must contain an official seal or must be accompanied by a letter signed by the unit commander)

Pets: \_\_\_\_\_ Yes \_\_\_\_\_ No Location: \_\_\_\_\_  
(Please constrain or kennel your pets)

Home Number: \_\_\_\_\_

Work Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

As agreed at move-in, I (we) acknowledge that Property Management Services of Texas, Inc. (PMSTX) will place a sign and lock box at the home and perform an interior and exterior property review. I (we) hereby consent to PMSTX showing the property as per the Lease Agreement (Para 14).

Property Management Services of Texas, Inc. or Centralized Showing Services will attempt to give you a courtesy call at one of the above numbers prior to the property being shown. Any appointments or showings that are denied will be a charged minimum trip charge of \$35 or more as per the lease to the tenant. I (we) understand that all utilities must be on at the time I (we) surrender possession of the property.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Today's Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Today's Date



# RESIDENTIAL LEASE INVENTORY AND CONDITION FORM

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
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INVENTORY AND CONDITION FORM CONCERNING THE PROPERTY AT \_\_\_\_\_

Complete the move-in section of this form and return it to your Landlord within the time required by your lease. **All items are presumed to be in good condition unless noted otherwise.** Test all locks, window latches, smoke alarms, and equipment. This form is not a repair request. Submit all requests for repairs separately in accordance with your lease. The Landlord may also use this form upon move-out. Keep a copy for your records. Note any defects in the items listed below.

| A. <u>Exterior Items</u>   | <u>Move-In Comments</u>   | <u>Landlord's Move-Out Comments</u> |
|--|---|-------------------------------------|
| Mailbox  |   |                                     |
| Fences & Gates   |   |                                     |
| Pool/Spa & Equip.  |   |                                     |
| Lawn, Trees & Shrubs   |   |                                     |
| Undgrd. Lawn Sprinkler   |   |                                     |
| Exterior Faucets   |   |                                     |
| Roof & Gutters   |   |                                     |
| Siding & Paint   |   |                                     |
| Driveway   |   |                                     |
| Front Door   |   |                                     |
| Door Knob & Lock   |   |                                     |
| Light/Bulb   |   |                                     |
| Door Bell  |   |                                     |
| Back Door  |   |                                     |
| Door Knob & Lock   |   |                                     |
| Light/Bulb   |   |                                     |
| Patio or Deck  |   |                                     |
| Patio Door   |   |                                     |
| Door Knob & Lock   |   |                                     |
| Light/Bulb   |   |                                     |
| Other  |   |                                     |
| Water Shut-Off Valve Located? <input type="checkbox"/> yes <input type="checkbox"/> no | Electrical Breakers Located? <input type="checkbox"/> yes <input type="checkbox"/> no |                                     |

| B. <u>Garage</u>       | <u>Move-In Comments</u> | <u>Landlord's Move-Out Comments</u> |
|------------------------|-------------------------|-------------------------------------|
| Ceilings & Walls       |                         |                                     |
| Floor                  |                         |                                     |
| Auto Door Opener       |                         |                                     |
| Safety Reversal        |                         |                                     |
| Remotes                |                         |                                     |
| Garage Doors           |                         |                                     |
| Exterior Doors & Stops |                         |                                     |
| Storage Room           |                         |                                     |
| Other                  |                         |                                     |

| C. <u>Entry</u>    | <u>Move-In Comments</u> | <u>Landlord's Move-Out Comments</u> |
|--------------------|-------------------------|-------------------------------------|
| Ceiling & Walls    |                         |                                     |
| Paint & Wallpaper  |                         |                                     |
| Doors & Door Stops |                         |                                     |

(TXR-2006) 1-1-14      Tenants: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ & Landlord or Landlord's Representative: \_\_\_\_\_, \_\_\_\_\_      Page 1 of 6

Inventory and Condition Form concerning \_\_\_\_\_

|                       | <u>Move-In Comments</u> | <u>Landlord's Move-Out Comments</u> |
|-----------------------|-------------------------|-------------------------------------|
| Door Locks & Knobs    |                         |                                     |
| Flooring              |                         |                                     |
| Light Fixtures        |                         |                                     |
| Windows & Screens     |                         |                                     |
| Window Latches        |                         |                                     |
| Plugs & Switches      |                         |                                     |
| Closet Shelves & Rods |                         |                                     |
| Other                 |                         |                                     |

D. Living Room

|                        | <u>Move-In Comments</u> | <u>Landlord's Move-Out Comments</u> |
|------------------------|-------------------------|-------------------------------------|
| Ceiling & Walls        |                         |                                     |
| Paint & Wallpaper      |                         |                                     |
| Doors & Door Stops     |                         |                                     |
| Door Locks & Knobs     |                         |                                     |
| Flooring               |                         |                                     |
| Lights & Ceiling Fans  |                         |                                     |
| Windows & Screens      |                         |                                     |
| Window Latches         |                         |                                     |
| Drapes/Blinds/Shutters |                         |                                     |
| Plugs & Switches       |                         |                                     |
| Cabinets               |                         |                                     |
| Fireplace              |                         |                                     |
| Other                  |                         |                                     |

E. Dining Room

|                        | <u>Move-In Comments</u> | <u>Landlord's Move-Out Comments</u> |
|------------------------|-------------------------|-------------------------------------|
| Ceiling & Walls        |                         |                                     |
| Paint & Wallpaper      |                         |                                     |
| Doors & Door Stops     |                         |                                     |
| Door Locks & Knobs     |                         |                                     |
| Flooring               |                         |                                     |
| Lights & Ceiling Fans  |                         |                                     |
| Windows & Screens      |                         |                                     |
| Window Latches         |                         |                                     |
| Drapes/Blinds/Shutters |                         |                                     |
| Plugs & Switches       |                         |                                     |
| Cabinets               |                         |                                     |
| Other                  |                         |                                     |

F. Kitchen & Breakfast

|                        | <u>Move-In Comments</u> | <u>Landlord's Move-Out Comments</u> |
|------------------------|-------------------------|-------------------------------------|
| Ceiling & Walls        |                         |                                     |
| Paint & Wallpaper      |                         |                                     |
| Doors & Door Stops     |                         |                                     |
| Door Locks & Knobs     |                         |                                     |
| Flooring               |                         |                                     |
| Lights & Ceiling Fans  |                         |                                     |
| Windows & Screens      |                         |                                     |
| Window Latches         |                         |                                     |
| Drapes/Blinds/Shutters |                         |                                     |
| Plugs & Switches       |                         |                                     |
| Pantry & Shelves       |                         |                                     |
| Cabinets & Handles     |                         |                                     |
| Drawers & Handles      |                         |                                     |
| Countertops            |                         |                                     |
| Range/Cooktop          |                         |                                     |

Inventory and Condition Form concerning \_\_\_\_\_

|                              | <u>Move-In Comments</u> | <u>Landlord's Move-Out Comments</u> |
|------------------------------|-------------------------|-------------------------------------|
| Microwave                    |                         |                                     |
| Dishwasher                   |                         |                                     |
| Oven                         |                         |                                     |
| Racks & Knobs                |                         |                                     |
| Broiler & Pan                |                         |                                     |
| Light Cover & Bulb           |                         |                                     |
| Vent Hood                    |                         |                                     |
| Light & Fan                  |                         |                                     |
| Filter                       |                         |                                     |
| Garbage Disposer             |                         |                                     |
| Sink & Faucet                |                         |                                     |
| Refrigerator                 |                         |                                     |
| Shelves & Drawers            |                         |                                     |
| Light Cover & Bulb           |                         |                                     |
| Other                        |                         |                                     |
| <b>G. Halls</b>              | <u>Move-In Comments</u> | <u>Landlord's Move-Out Comments</u> |
| Ceiling & Walls              |                         |                                     |
| Paint & Wallpaper            |                         |                                     |
| Doors & Door Stops           |                         |                                     |
| Door Locks & Knobs           |                         |                                     |
| Flooring                     |                         |                                     |
| Light Fixtures               |                         |                                     |
| Plugs & Switches             |                         |                                     |
| Closet Shelves & Rods        |                         |                                     |
| Cabinets                     |                         |                                     |
| Other                        |                         |                                     |
| <b>H. Family Room</b>        | <u>Move-In Comments</u> | <u>Landlord's Move-Out Comments</u> |
| Ceiling & Walls              |                         |                                     |
| Paint & Wallpaper            |                         |                                     |
| Doors & Door Stops           |                         |                                     |
| Door Locks & Knobs           |                         |                                     |
| Flooring                     |                         |                                     |
| Lights & Ceiling Fans        |                         |                                     |
| Windows & Screens            |                         |                                     |
| Window Latches               |                         |                                     |
| Drapes/Blinds/Shutters       |                         |                                     |
| Plugs & Switches             |                         |                                     |
| Closet Shelves & Rods        |                         |                                     |
| Cabinets                     |                         |                                     |
| Fireplace/Logs/Equip.        |                         |                                     |
| Other                        |                         |                                     |
| <b>I. Master Bedroom (1)</b> | <u>Move-In Comments</u> | <u>Landlord's Move-Out Comments</u> |
| Ceiling & Walls              |                         |                                     |
| Paint & Wallpaper            |                         |                                     |
| Doors & Door Stops           |                         |                                     |
| Door Locks & Knobs           |                         |                                     |
| Flooring                     |                         |                                     |
| Lights & Ceiling Fans        |                         |                                     |
| Windows & Screens            |                         |                                     |
| Window Latches               |                         |                                     |
| Drapes/Blinds/Shutters       |                         |                                     |



|                       | <u>Move-In Comments</u> | <u>Landlord's Move-Out Comments</u> |
|-----------------------|-------------------------|-------------------------------------|
| Plugs & Switches      |                         |                                     |
| Closet Shelves & Rods |                         |                                     |
| Cabinets              |                         |                                     |
| Other                 |                         |                                     |

| J. <u>Master Bathroom (1)</u> | <u>Move-In Comments</u> | <u>Landlord's Move-Out Comments</u> |
|-------------------------------|-------------------------|-------------------------------------|
| Ceiling & Walls               |                         |                                     |
| Paint & Wallpaper             |                         |                                     |
| Doors/Locks/Knobs/Stops       |                         |                                     |
| Flooring                      |                         |                                     |
| Lights & Fans                 |                         |                                     |
| Windows & Screens             |                         |                                     |
| Window Latches                |                         |                                     |
| Drapes/Blinds/Shutters        |                         |                                     |
| Plugs & Switches              |                         |                                     |
| Closet Shelves & Rods         |                         |                                     |
| Cabinets & Handles            |                         |                                     |
| Countertops                   |                         |                                     |
| Sinks & Faucets               |                         |                                     |
| Tub/Shower & Faucets          |                         |                                     |
| Toilet/Lid/Seat/Paper Hldr.   |                         |                                     |
| Heaters & Exhaust Fans        |                         |                                     |
| Towel Fixtures                |                         |                                     |
| Other                         |                         |                                     |

| K. <u>Bedroom (2)</u>  | <u>Move-In Comments</u> | <u>Landlord's Move-Out Comments</u> |
|------------------------|-------------------------|-------------------------------------|
| Ceiling & Walls        |                         |                                     |
| Paint & Wallpaper      |                         |                                     |
| Doors & Door Stops     |                         |                                     |
| Door Locks & Knobs     |                         |                                     |
| Flooring               |                         |                                     |
| Lights & Ceiling Fans  |                         |                                     |
| Windows & Screens      |                         |                                     |
| Window Latches         |                         |                                     |
| Drapes/Blinds/Shutters |                         |                                     |
| Plugs & Switches       |                         |                                     |
| Closet Shelves & Rods  |                         |                                     |
| Cabinets               |                         |                                     |
| Other                  |                         |                                     |

| L. <u>Bedroom (3)</u>  | <u>Move-In Comments</u> | <u>Landlord's Move-Out Comments</u> |
|------------------------|-------------------------|-------------------------------------|
| Ceiling & Walls        |                         |                                     |
| Paint & Wallpaper      |                         |                                     |
| Doors & Door Stops     |                         |                                     |
| Door Locks & Knobs     |                         |                                     |
| Flooring               |                         |                                     |
| Lights & Ceiling Fans  |                         |                                     |
| Windows & Screens      |                         |                                     |
| Window Latches         |                         |                                     |
| Drapes/Blinds/Shutters |                         |                                     |
| Plugs & Switches       |                         |                                     |
| Closet Shelves & Rods  |                         |                                     |
| Cabinets               |                         |                                     |
| Other                  |                         |                                     |

| M. <u>Bedroom (4)</u>  | <u>Move-In Comments</u> | <u>Landlord's Move-Out Comments</u> |
|------------------------|-------------------------|-------------------------------------|
| Ceiling & Walls        |                         |                                     |
| Paint & Wallpaper      |                         |                                     |
| Doors & Door Stops     |                         |                                     |
| Door Locks & Knobs     |                         |                                     |
| Flooring               |                         |                                     |
| Lights & Ceiling Fans  |                         |                                     |
| Windows & Screens      |                         |                                     |
| Window Latches         |                         |                                     |
| Drapes/Blinds/Shutters |                         |                                     |
| Plugs & Switches       |                         |                                     |
| Closet Shelves & Rods  |                         |                                     |
| Cabinets               |                         |                                     |
| Other                  |                         |                                     |

| N. <u>Bathroom (2)</u>      | <u>Move-In Comments</u> | <u>Landlord's Move-Out Comments</u> |
|-----------------------------|-------------------------|-------------------------------------|
| Ceiling & Walls             |                         |                                     |
| Paint & Wallpaper           |                         |                                     |
| Doors/Locks/Knobs/Stops     |                         |                                     |
| Flooring                    |                         |                                     |
| Light Fixtures              |                         |                                     |
| Windows & Screens           |                         |                                     |
| Window Latches              |                         |                                     |
| Drapes/Blinds/Shutters      |                         |                                     |
| Plugs & Switches            |                         |                                     |
| Closet Shelves & Rods       |                         |                                     |
| Cabinets & Handles          |                         |                                     |
| Countertops                 |                         |                                     |
| Sinks & Faucets             |                         |                                     |
| Tub/Shower & Faucets        |                         |                                     |
| Toilet/Lid/Seat/Paper Hldr. |                         |                                     |
| Heaters & Exhaust Fans      |                         |                                     |
| Towel Fixtures              |                         |                                     |
| Other                       |                         |                                     |

| O. <u>Bathroom (3)</u>      | <u>Move-In Comments</u> | <u>Landlord's Move-Out Comments</u> |
|-----------------------------|-------------------------|-------------------------------------|
| Ceiling & Walls             |                         |                                     |
| Paint & Wallpaper           |                         |                                     |
| Doors/Locks/Knobs/Stops     |                         |                                     |
| Flooring                    |                         |                                     |
| Light Fixtures              |                         |                                     |
| Windows & Screens           |                         |                                     |
| Window Latches              |                         |                                     |
| Drapes/Blinds/Shutters      |                         |                                     |
| Plugs & Switches            |                         |                                     |
| Closet Shelves & Rods       |                         |                                     |
| Cabinets & Handles          |                         |                                     |
| Countertops                 |                         |                                     |
| Sinks & Faucets             |                         |                                     |
| Tub/Shower & Faucets        |                         |                                     |
| Toilet/Lid/Seat/Paper Hldr. |                         |                                     |
| Heaters & Exhaust Fans      |                         |                                     |
| Towel Fixtures              |                         |                                     |
| Other                       |                         |                                     |

Inventory and Condition Form concerning \_\_\_\_\_

| P. <u>Utility Room</u>  | <u>Move-In Comments</u> | <u>Landlord's Move-Out Comments</u> |
|-------------------------|-------------------------|-------------------------------------|
| Ceiling & Walls         | _____                   | _____                               |
| Paint & Wallpaper       | _____                   | _____                               |
| Doors & Door Stops      | _____                   | _____                               |
| Doors/Locks/Knobs/Stops | _____                   | _____                               |
| Flooring                | _____                   | _____                               |
| Light Fixtures          | _____                   | _____                               |
| Plugs & Switches        | _____                   | _____                               |
| Closet Shelves & Rods   | _____                   | _____                               |
| Cabinets & Handles      | _____                   | _____                               |
| Countertops             | _____                   | _____                               |
| Sinks & Faucets         | _____                   | _____                               |
| Washer & Dryer          | _____                   | _____                               |
| W & D Connections       | _____                   | _____                               |
| Other                   | _____                   | _____                               |

| Q. <u>Other</u>       | <u>Move-In Comments</u> | <u>Landlord's Move-Out Comments</u> |
|-----------------------|-------------------------|-------------------------------------|
| Central A/C & Heat    | _____                   | _____                               |
| Filter                | _____                   | _____                               |
| Thermostat            | _____                   | _____                               |
| Window A/C Units      | _____                   | _____                               |
| Space or Wall Heaters | _____                   | _____                               |
| Water Heater          | _____                   | _____                               |
| Water Softener        | _____                   | _____                               |
| Alarm System          | _____                   | _____                               |
| Central Vacuum        | _____                   | _____                               |
| Other                 | _____                   | _____                               |

**Smoke Alarms:** No. of Units: \_\_\_\_\_ Tested?  yes  no Working?  yes  no

**Door Locks on all exterior doors tested?** (including but not limited to patio doors, door from house to garage, front door, and rear doors)  yes  no Working?  yes  no

| R. <u>Number of Keys:</u> | <u>Received</u> | <u>Returned</u> | <u>Received</u>                     | <u>Returned</u> |
|---------------------------|-----------------|-----------------|-------------------------------------|-----------------|
| Door keys:                | _____           | _____           | Garage Door Remotes:                | _____           |
| Mailbox keys:             | _____           | _____           | Laundry Room Keys:                  | _____           |
| Security Cards:           | _____           | _____           | Recreational Facilities Keys/Cards: | _____           |

**THIS FORM IS NOT A REPAIR REQUEST. SUBMIT ALL REQUESTS FOR REPAIRS SEPARATELY IN ACCORDANCE WITH YOUR LEASE. The undersigned acknowledge that the above is an accurate assessment of the condition of the property as of the date signed.**

Tenant \_\_\_\_\_ Date \_\_\_\_\_  
 Ph: (h) \_\_\_\_\_ (mb) \_\_\_\_\_  
 E-mail: \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_  
 Ph: (h) \_\_\_\_\_ (mb) \_\_\_\_\_  
 E-mail: \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_  
 Ph: (h) \_\_\_\_\_ (mb) \_\_\_\_\_  
 E-mail: \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_  
 Ph: (h) \_\_\_\_\_ (mb) \_\_\_\_\_  
 E-mail: \_\_\_\_\_

For Landlord's Use: This form was received by Landlord on \_\_\_\_\_ (date)  
 \_\_\_\_\_ (Landlord's or Manager's signature)

**Bill Williamson, ARM, RMP**



ANIMAL AGREEMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED. ©Texas Association of REALTORS®, Inc. 2022

ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT \_\_\_\_\_

A. ANIMAL AUTHORIZATION AND DESCRIPTION:

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

Form fields for animal description including Type, Breed, Name, Color, Weight, Age, Gender, Spayed/Neutered?, Rabies Shots Current?, and Assistance Animal checkboxes.

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

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

**C. ANIMAL RULES:** Tenant must:

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

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

**E. DISCLOSURE CONCERNING ANIMALS:**

(1) Is Tenant aware of whether any of the animals described under this addendum has ever bitten or injured another person?  Yes  No  
If yes, explain: \_\_\_\_\_

(2) Is Tenant aware of whether any of the animals described under this addendum has any propensity or predisposition to bite or injure someone?  Yes  No  
If yes, explain: \_\_\_\_\_

**F. TENANT'S LIABILITY:**

- (1) Tenant is responsible and liable for:
  - (a) any damage to the Property or any item in the Property caused by any animal;
  - (b) any personal injuries to any person caused by any animal; and
  - (c) any damage to any person's property caused by any animal.
- (2) Tenant will pay all reasonable costs that are necessary to clean, deodorize, deflea, or repair any part of the Property, including but not limited to the carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, sod, yard, fences, or landscaping.

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

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

I. SPECIAL PROVISIONS:

TOTAL PET DEPOSIT IS \$ \_\_\_\_\_ with \$ \_\_\_\_\_ NON-REFUNDABLE.

IF THE PET(S) IS FUR BEARING: THE PROPERTY WILL BE SPRAYED BY A PEST CONTROL COMPANY TO KILL ANY FLEAS AND TICKS INSIDE AND OUTSIDE AFTER TENANT MOVES OUT. THE COST OF THE PEST CONTROL SPRAYING WILL BE DEDUCTED FROM THE NON-REFUNDABLE PORTION OF THE PET DEPOSIT.

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Tenant Date

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

\_\_\_\_\_  
Tenant Date

By: \_\_\_\_\_

\_\_\_\_\_  
Tenant Date

Printed Name: Bill Williamson ARM, MPM, RMP, TRLP 2015

Firm Name: Property Management Services of Texas, Inc



# RESIDENTIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
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**1. PARTIES:** The parties to this lease are:

the owner of the Property, Landlord,; \_\_\_\_\_ ; and

Tenant(s): \_\_\_\_\_

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

Address: \_\_\_\_\_  
legally described as: \_\_\_\_\_

in BEXAR County, Texas, together with the following non-real-property items: PER PROPERTY CHECK LIST

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

**3. TERM:**

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

Commencement Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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

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

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

(1) 30 days before the Expiration Date.

Residential Lease concerning: \_\_\_\_\_

(2) \_\_\_\_\_ days before the Expiration Date. If Landlord or Tenant fails to provide the other party timely written notice of termination as required by paragraph 4A, the lease automatically renews on a month-to-month basis. The Landlord or Tenant then must provide a subsequent written notice of termination as required by paragraph 4B.

B. If this lease automatically renews on a month-to-month basis, it will continue to renew on a month-to-month basis until either party provides written notice of termination to the other party and the notice of termination will be effective: *(Check only one box.)*

(1) on the last day of the month following the month in which the notice is given. Landlord is not obligated to prorate rent even if Tenant surrenders the Property before the termination date.

(2) on the date designated in the notice but not sooner than 30 days after the notice is given and, if necessary, rent will be prorated on a daily basis.

**5. RENT:**

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

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

(2) \_\_\_\_\_

Weekends, holidays, and mail delays do not excuse Tenant's obligation to timely pay rent.

Tenant will pay first month's rent made payable to  Landlord or  Listing Broker or  Property Manager.

The first full month's rent is due and payable not later than \_\_\_\_\_ by *(select one or more)*:  cashier's check  electronic payment  money order  personal check or  other means acceptable to Landlord.

B. Prorated Rent: The prorated rent of \$ \_\_\_\_\_ is due on or before \_\_\_\_\_ by *(select one or more)*:  cashier's check  electronic payment  money order  personal check or  other means acceptable to Landlord.

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

Name: PROPERTY MANAGEMENT SERVICES OF TEXAS, INC. (PMSTX)

Address: 1747 CITADEL PLAZA STE. 102

SAN ANTONIO, TX. 78209

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

D. Method of Payment:

(1) Tenant must pay all rent timely and without demand, deduction, or offset, except as permitted by law or this lease.

(2) Time is of the essence for the payment of rent (strict compliance with rental due dates is required).

(3) Unless the parties agree otherwise, Tenant may not pay rent in cash and will pay all rent by *(select one or more)*:  cashier's check  electronic payment  money order  personal check or  other means acceptable to Landlord. Landlord  may or  may not charge a reasonable fee to process or accept payment by *(select one or more only if Landlord indicates a reasonable fee may be charged)*:  cashier's check  electronic payment  money order  personal check or  other means acceptable to Landlord.

(4) Landlord  requires  does not require Tenant(s) to pay monthly rents by one payment.



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

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

## 6. LATE CHARGES:

A. If Landlord does not actually receive a rent payment in the full amount at the designated place of payment by the 4th day of each month at 11:59pm, Tenant will pay Landlord for each late payment:

- (1) an initial late charge equal to (check one box only):  (a) \$ \_\_\_\_\_ ; or  (b) 12.000 % of one month's rent; and
- (2) additional late charges of \$ N/A per day thereafter until rent and late charges are paid in full. Additional late charges for any one payment may not exceed more than 30 days.

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

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

7. **RETURNED PAYMENT**: Tenant will pay Landlord \$ \$45.00 for each payment Tenant tenders to Landlord which is returned or not honored by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment. Tenant must make any returned payment good by paying such amount(s) plus any associated charges in certified funds.

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

## 9. ANIMALS:

A. Unless the parties agree otherwise in writing, Tenant may not permit, even temporarily, any animal on the Property (including but not limited to any mammal, reptile, bird, fish, rodent, or insect). An assistance animal is not considered a pet but is still required to be reported to the Landlord with accompanying documentation as required by the Texas Department of Housing and Community Affairs.

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

- (1) declare Tenant to be in default of this lease and exercise Landlord's remedies under Paragraph 27;
- (2) charge Tenant, as additional rent, an initial amount of \$ 750.00 and \$ 50.00 per day thereafter per animal for each day Tenant violates the animal restrictions;

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- (3) remove or cause to be removed any unauthorized animal and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenant of Landlord's intention to remove the unauthorized animal; and
- (4) charge to Tenant the Landlord's cost to:
  - (a) remove any unauthorized animal;
  - (b) exterminate the Property for fleas and other insects;
  - (c) clean and deodorize the Property's carpets and drapes; and
  - (d) repair any damage to the Property caused by the unauthorized animal.

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

**10. SECURITY DEPOSIT:**

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

**Notices about Security Deposits:**

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

**D. Deductions:**

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

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

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

**11. UTILITIES:**

A. Tenant will pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Property (for example, electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, cable, and Internet connections) except the following which Landlord will pay: **NONE**

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

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

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

**12. USE AND OCCUPANCY:**

A. Occupants: Tenant may use the Property as a private residence only. The only persons Tenant may permit to reside on the Property during the term of this lease are (include names and ages of all occupants): \_\_\_\_\_ **and no others**

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

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C. HOA Rules: This Property  is or  is not a part of an HOA. \_\_\_\_\_

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

D. Prohibitions: Unless otherwise authorized by this lease, Tenant may not install or permit any of the following on the Property, even temporarily: a spa, hot tub, above-ground pool, trampoline, or any item which causes a suspension or cancellation of insurance coverage or an increase in insurance premiums. Tenant may not permit any part of the Property to be used for: (1) any activity which is a nuisance, offensive, noisy, or dangerous; (2) the repair of any vehicle; (3) any business of any type, including but not limited to child care; (4) any activity which violates any zoning ordinance, owners' association rule, or restrictive covenant; (5) any illegal or unlawful activity, including but not limited to, the planting, growth, consumption, or distribution of cannabis plants or products; or (6) activity that obstructs, interferes with, or infringes on the rights of other persons near the Property. Tenant may not list any part of the Property on any lodging or short-term rental website or with any person or service that advertises Properties for rent.

E. Guests: Tenant may not permit any guest to stay on the Property longer than the amount of time permitted by any owners' association rule or restrictive covenant or 7 consecutive days without Landlord's written permission, whichever is less. No guests are permitted to stay on the Property more than twice the number of days in the space above in any 30-day period. If the above space is not filled in, two (2) days total per month will apply.

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

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

**14. ACCESS BY LANDLORD:**

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

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

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

C. **Trip Charges:** If Landlord or Landlord's agents have made prior arrangements with Tenant to access the Property and are denied or are not able to access the Property because of Tenant's failure to make the Property accessible (including, but not limited to, any occupant, guest or invitee of Tenant, pet, or security device prohibiting access to any area of the Property), Landlord may charge Tenant a trip charge of \$ 100.00 .

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

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

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

(2) Tenant may withdraw Tenant's authorization to place a keybox on the Property by providing written notice to Landlord and paying Landlord a fee of \$ 1 MONTH'S RENT as consideration for the withdrawal. Landlord will remove the keybox within a reasonable time after receipt of the notice of withdrawal and payment of the required fee. Removal of the keybox does not alleviate Tenant's obligation to make the Property available for showings as indicated in Paragraph 14B.

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

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

**15. MOVE-IN CONDITION:**

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

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

\_\_\_\_\_  
\_\_\_\_\_

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- C. Tenant will complete an Inventory and Condition Form, noting any damages to the Property, and deliver it to Landlord within 7 days after the Commencement Date. If Tenant fails to timely deliver the Inventory and Condition Form, the Property will be deemed to be free of damages, unless otherwise expressed in this lease. The Inventory and Condition Form is not a request for repairs. Tenant must direct all requests for repairs in compliance with Paragraph 18.

## 16. MOVE-OUT:

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

B. Definitions:

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

C. Personal Property Left After Move-Out:

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

## 17. PROPERTY MAINTENANCE:

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

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- (3) supply and change heating and air conditioning filters per manufacturer's instructions;
- (4) supply and replace all light bulbs, fluorescent tubes, and batteries for smoke alarms, carbon monoxide detectors, garage door openers, ceiling fan remotes, and other devices (of the same type and quality that are in the Property on the Commencement Date);
- (5) maintain appropriate levels of necessary chemicals or matter in any water softener;
- (6) take action to promptly eliminate any dangerous condition on the Property;
- (7) take all necessary precautions to prevent broken water pipes due to freezing or other causes;
- (8) replace any lost or misplaced keys;
- (9) pay any periodic, preventive, or additional extermination costs desired by Tenant, including treatment for bed bugs, unless otherwise required by law;
- (10) remove any standing water;
- (11) know the location and operation of the main water cut-off valve and all electric breakers and how to switch the valve or breakers off at appropriate times to mitigate any potential damage;
- (12) water the foundation of the Property at reasonable and appropriate times;
- (13) supply and change water filtration systems, including but not limited to, refrigerator water filters; and
- (14) promptly notify Landlord, in writing, of all needed repairs.

**B. Yard Maintenance:**

- (1) "Yard" means all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping, and other foliage on or encroaching on the Property or on any easement appurtenant to the Property, and does not include common areas maintained by an owners' association.
- (2) "Maintain the yard" means to perform activities such as, but not limited to: (a) mowing, fertilizing, and trimming the yard; (b) controlling pests and weeds in the yard; and (c) removing debris from the yard.
- (3) Unless prohibited by ordinance or other law, Tenant will water the yard at reasonable and appropriate times including but not limited to the following times: **AS NEEDED TO MAINTAIN A HEALTHY YARD. TENANT IS TO WATER "EVENLY" AROUND THE WHOLE HOUSE.**

\_\_\_\_\_. Other than watering, the yard will be maintained as follows:

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

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

**D. Prohibitions: If Tenant installs any fixtures on the Property, authorized or unauthorized, such as additional smoke alarms, additional carbon monoxide detectors, locks, alarm systems, cables, satellite dishes, or other fixtures, such fixtures will become the property of the Landlord. Except as otherwise permitted by law, this lease, or in writing by Landlord, Tenant may not:**

- (1) remove any part of the Property or any of Landlord's personal property from the Property;
- (2) remove, change, add, or rekey any lock;
- (3) make holes in the woodwork, floors, or walls, except that a reasonable number of small nails may be used to hang pictures in sheetrock and grooves in paneling;

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

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

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

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

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

A. **Repair Requests:** All requests for repairs must be in writing and delivered to Landlord. If Tenant is delinquent in rent at the time a repair notice is given, Landlord is not obligated to make the repair. In the event of an emergency related to the condition of the Property that materially affects the physical health or safety of an ordinary tenant, Tenant may call Landlord or, if applicable, the property manager, at 210 662-6000 Emer 210 861-1002 . Ordinarily, a repair to the heating and air conditioning system is not an emergency.

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

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**C. Completion of Repairs:**

- (1) Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's permission. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of contractors, will be at Landlord's sole discretion.
- (2) Landlord is not obligated to complete a repair on a day other than a business day unless required to do so by the Property Code.

**D. Payment of Repair Costs:**

- (1) Except as otherwise specified in this lease, Landlord will pay to repair or remedy conditions in the Property in need of repair if Tenant complies with the procedures for requesting repairs as described in this Paragraph 18. This includes, but is not limited to, repairs to the following items not caused by Tenant or Tenant's negligence:
  - (a) heating and air conditioning systems;
  - (b) water heaters; or
  - (c) water penetration from structural defects.
- (2) Landlord will NOT pay to repair the following items unless caused by Landlord's negligence:
  - (a) conditions caused by Tenant, an Occupant, or any guest or invitee of Tenant;
  - (b) damage to doors, windows, and screens;
  - (c) damage from windows or doors left open;
  - (d) damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve the Property;
  - (e) items that are cosmetic in nature with no impact on the functionality or use of the item; and
  - (f) the following specific items or appliances: ANY DAMAGE DONE TO THE FRAMING OR STRUCTURE OF THE PROPERTY DUE TO A BREAK IN OR VANDALISM.

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

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

**19. SECURITY DEVICES AND EXTERIOR DOOR LOCKS:**

A. Subchapter D, Chapter 92, Property Code requires the Property to be equipped with certain types of locks and security devices, including (with some exceptions): (1) window latches on each window; (2) a keyed doorknob lock or keyed deadbolt lock on each exterior door; (3) a sliding door pin lock on each exterior sliding glass door of the dwelling; (4) a sliding door handle latch or a sliding door security bar on each exterior sliding glass door of the dwelling; and (5) a keyless bolting device and a door viewer on each exterior door of the dwelling. Landlord has rekeyed the security devices since the last occupant vacated the Property or will rekey the security devices within 7 days after Tenant moves in. "Security device" has the meaning assigned to that term in §92.151, Property Code.

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- B. All notices or requests by Tenant for rekeying, changing, installing, repairing, or replacing security devices must be in writing. Installation of additional security devices or additional rekeying or replacement of security devices desired by Tenant may be paid by Tenant in advance in accordance with §92.162(c), Property Code, and may be installed only by contractors authorized by Landlord.
- C. If Tenant vacates the Property in breach of this lease, Landlord may deduct from the security deposit reasonable costs incurred by Landlord to rekey security devices as authorized by §92.156(e), Property Code.

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

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

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

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

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

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

Residential Lease concerning: \_\_\_\_\_

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

**SEE ATTACHMENT "A"**

**\*\*Please call City Public Service to get the electricity on in your name (210) 353-3333\*\***

**\*\*Please call San Antonio Water System to get the water on in your name (210) 704-7297\*\***

**\*\*Tenant is responsible for contacting Lee's Keys Inc. (210) 653-5397 to re-key the property within 7 days after the Commencement Date\*\* At the end of the lease term, the lease will automatically renew on a month to month basis with an increase of \$200 unless the lease extension is signed. \_\_\_\_\_ Tenant's Initials**

**27. DEFAULT:**

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

**28. EARLY TERMINATION:** This lease begins on the Commencement Date and ends on the Expiration date unless: (i) renewed under Paragraph 4; (ii) extended by written agreement of the parties; or (iii) terminated earlier under Paragraph 27, by agreement of the parties, applicable law, or this Paragraph 28. Unless otherwise provided by law, Tenant is not entitled to early termination due to voluntary or involuntary job or school transfer, changes in marital status, loss of employment, loss of co-tenants, changes in health, purchase of property, or death.

- A. Special Statutory Rights Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence, military deployment or transfer, or certain sex offenses or stalking.

Residential Lease concerning: \_\_\_\_\_

- (1) **Military:** If Tenant is or becomes a servicemember or a dependent of a servicemember, Tenant may terminate this lease by delivering to Landlord a written notice of termination and a copy of an appropriate government document providing evidence of: (a) entrance into military service; (b) military orders for a permanent change of station (PCS); or (c) military orders to deploy with a military unit for not less than 90 days. Termination is effective on the 30th day after the first date on which the next rental payment is due after the date on which the notice is delivered. §92.017, Property Code governs the rights and obligations of the parties under this paragraph.
- (2) **Family Violence:** Tenant may terminate this lease if Tenant provides Landlord with a copy of documentation described under §92.016, Property Code protecting Tenant or an occupant from family violence committed by a cotenant or occupant of the Property. §92.016, Property Code governs the rights and obligations of the parties under this paragraph. If the family violence is committed by someone other than a cotenant or co-occupant of the Property, Tenant must give written notice of termination 30 days prior to the effective date of the notice.
- (3) **Sex Offenses or Stalking:** Tenant may have special statutory rights to terminate this lease in certain situations involving certain sexual offenses or stalking, if the Tenant provides Landlord with the documentation required by §92.0161, Property Code. For more information about the types of situations covered by this provision, Tenant is advised to review §92.0161, Property Code.

**B. Assignment, Subletting and Replacement Tenants:**

- (1) Tenant may not assign this lease or sublet the Property without Landlord's written consent.
- (2) If Tenant requests an early termination of this lease under this Paragraph 28B, Tenant may attempt to find a replacement tenant and may request Landlord to do the same. Landlord may, but is not obligated to, attempt to find a replacement tenant under this paragraph.
- (3) Any assignee, subtenant, or replacement tenant must, in Landlord's discretion, be acceptable as a tenant and must sign: (a) a new lease with terms not less favorable to Landlord than this lease or otherwise acceptable to Landlord; (b) a sublease with terms approved by Landlord; or (c) an assignment of this lease in a form approved by Landlord.
- (4) At the time Landlord agrees to permit an assignee, subtenant, or replacement tenant to occupy the Property, Tenant will pay Landlord:
  - (a) if Tenant procures the assignee, subtenant, or replacement tenant:
    - (i) \$ 250.00 Admin Fee .
    - (ii) 100.000 % of one's month rent that the assignee, subtenant, or replacement tenant is to pay.
  - (b) if Landlord procures the assignee, subtenant, or replacement tenant:
    - (i) \$ 250.00 Admin Fee .
    - (ii) 100.000 % of one's month rent that the assignee, subtenant, or replacement tenant is to pay.
- (5) Unless expressly stated otherwise in an assignment or sublease, Tenant will not be released from Tenant's obligations under this lease because of an assignment or sublease. An assignment of this lease or a sublease of this lease without Landlord's written consent is voidable by Landlord.

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

Residential Lease concerning: \_\_\_\_\_

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

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

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

- Agreement Between Brokers
- Landlord's Rules & Regulations
- Owners' Association Rules
- Pool/Spa Maintenance Addendum
- Residential Lease Application
- Bed Bug Addendum
- RESIDENTIAL INFORMATION LETTER**

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

Tenant at the Property and a copy to:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 E-mail/Fax: \_\_\_\_\_  
 E-mail/Fax: \_\_\_\_\_

Landlord c/o:  
**PROPERTY MANAGEMENT SERVICES OF TEXAS, INC.**  
**1747 Citadel Plaza, Suite 102**  
**San Antonio, TX. 78209**  
 E-mail/Fax: **PMSTX@PMSTX.COM**  
 E-mail/Fax: **210-661-5511**

**33. AGREEMENT OF PARTIES:**

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

(TXR-2001) 07-08-22 Landlord or Landlord's Representative: \_\_\_\_\_ & Tenants: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Page 15 of 17

Residential Lease concerning: \_\_\_\_\_

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

**34. INFORMATION:**

A. Future inquiries about this lease, rental payments, and security deposits should be directed to the person listed for receipt of notices for Landlord under Paragraph 32.

B. It is Tenant's responsibility to determine, before signing this lease, if: (i) all services (e.g., utilities, connections, schools, and transportation) are accessible to or from the Property; (ii) such services are sufficient for Tenant's needs and wishes; and (iii) Tenant is satisfied with the Property's condition.

C. The brokers to this lease have no knowledge of whether Landlord is delinquent in the payment of any lien against the Property.

D. Unpaid rent and any unpaid amount under this lease are reportable to credit reporting agencies.

E. Landlord is not obligated to respond to any requests for Tenant's rental and payment history from a mortgage company or other prospective landlord until Tenant has given notice of termination of this lease and Tenant is not in breach of this lease. *(Notice: Landlord or Landlord's agent may charge a reasonable fee for processing such information.)*

F. If all occupants over 18 years of age die during this lease, Landlord may: (i) permit the person named below to access the Property at reasonable times in Landlord's or Landlord's agent's presence; (ii) permit the named person to remove Tenant's personal property; and (iii) refund the security deposit, less deductions, to the named person. Section 92.014, Property Code governs procedures to follow regarding a deceased tenant's personal property and security deposit. *(Do not insert Tenant or Occupant names below.)*

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_

G. If a tenant who is the sole occupant of the Property dies before the expiration of the tenant's lease, a representative of the estate or the person named in Paragraph 34(F) may terminate the tenant's rights and obligations under the lease if the representative or the person named in Paragraph 34(F) provides to the Landlord written notice of the termination of the lease as required by Section 92.0162, Property Code and the deceased tenant's property is removed from the leased premises in accordance with Section 92.014 of the Property Code and the representative or the person named in Paragraph 34(F) signs an inventory of the removed property if required by the landlord. Termination of a lease is effective on the later of:

- (1) the 30th day after the date on which the notice under Section 92.0162, Property Code was provided; or
- (2) the date on which all of the conditions in under Section 92.0162, Property Code have been met.

H. The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain areas (see [www.txdps.state.tx.us](http://www.txdps.state.tx.us) under on-line services). For information concerning past criminal activity in certain areas, contact the local police department.

- I. Landlord's insurance does not cover Tenant from loss of personal property. Landlord highly recommends that Tenant obtain liability insurance and insurance for casualties such as fire, flood, water damage, and theft.
- J. Landlord's broker, **PROPERTY MANAGEMENT SERVICES OF TEXAS, INC.**,  
 will  will not act as the property manager for landlord. If Property is not managed by above-named broker, Property will be managed by  Landlord or  property manager for Landlord:  
 Name of property manager: **BILL WILLIAMSON** Phone: **210 662-6000**  
 Address: **1747 CITADEL PLAZA STE. 102 SAN ANTONIO TX. 78209** E-mail: **PMSTX@PMSTX.COM**
- K. This lease should not be used in conjunction with executory contracts of any type, such as contracts for deed, leases with options to purchase, or lease options, without the advice of an attorney.
- L. **This lease is negotiable between the parties. This lease is binding upon final acceptance. READ IT CAREFULLY. If you do not understand the effect of this lease, consult your attorney BEFORE signing.**

|  |      |        |      |
|--|------|--------|------|
| Landlord   | Date | Tenant | Date |
| Landlord   | Date | Tenant | Date |
| Or signed for Landlord under written property management agreement or power of attorney: |      | Tenant | Date |
| By: _____  | Date | Tenant | Date |

**Bill Williamson ARM, MPM, RMP, TRLP 2015**  
 Broker's Associate's Printed Name

**Bill Williamson, ARM, MPM, RMP, TRLP 2015**      **257482**  
 Broker's Printed Name      License No.

**Property Management Services of Texas, Inc.**  
 Firm Name

*For Landlord's Use:*

On \_\_\_\_\_ \* (date), Landlord provided a copy of the lease, signed by all parties, to \_\_\_\_\_ (Tenant) by  mail  e-mail  fax  in person.

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

# PROPERTY MANAGEMENT SERVICES OF TEXAS, INC.

## ATTACHMENT A

AMENDMENT TO CONTRACT CONCERNING PROPERTY LOCATED AT: \_\_\_\_\_

BETWEEN THE UNDERSIGNED PARTIES AND DATED: Effective Date: \_\_\_\_\_

Owner / Representative and Tenant hereby modify and amend the Residential Lease as follows:

- Pursuant to Residential Lease, Tenant will be required to submit all payments in Certified Funds after the first payment to Landlord is returned unpaid by Tenants financial institution.
- Pursuant to Residential Lease, Tenant will be responsible for HVAC repairs if Tenant fails to change filters monthly and damages result. **IF THE FILTER IS FOUND DIRTY, COST OF SENDING AN A/C REPAIRMAN TO CLEAN THE COILS WILL BE CHARGED TO THE TENANT.**
- Pursuant to Residential Lease, any modifications or alterations must have Owner and/or Landlords written approval.
- Should ANY PERSON that is not an immediate family member of the Tenant be appended to the Residential Lease, the Tenant will provide an application completed and signed by the additional Occupant; If the additional Occupant is under the age of seventeen, the application must be completed and signed by the Parent/Legal Guardian.
- UPON DEPARTURE FROM THE PROPERTY, PROPERTY MANAGEMENT SERVICES of TEXAS, INC. WILL CONTRACT CLEANING OF ALL CARPET IN THE PROPERTY AND CHARGE FROM THE TENANT'S SECURITY DEPOSIT.
- THERE WILL BE A \$500.00 FEE FOR UNAUTHORIZED SMOKING IN THE HOME, PLUS ANY ADDITIONAL PAINT/REPAIR COST CAUSED BY SMOKING.
- TENANT WILL BE CHARGED A \$100.00 ADMINISTRATIVE FEE FOR EACH LEASE VIOLATION FOUND OR HOA VIOLATION THAT WE RECEIVE.
- TENANT WILL BE CHARGED A \$250.00 ADMINISTRATIVE FEE for situations not covered under Paragraph 27. DEFAULT or Paragraph 28. EARLY TERMINATION.
- Should tenant or any representative of the tenant desire to be present during property Move Out Property Review; there WILL BE A \$250.00 ADMINISTRATIVE FEE THAT WILL BE CHARGED.
- Failure to cooperate and communicate with Landlord, Landlord's agents or anyone authorized by Landlord shall result in a \$75.00 ADMINISTRATIVE FEE.
- After the 4th, ONLY CERTIFIED FUNDS WILL BE ACCEPTED. " NO PERSONAL CHECKS"
- Owners WILL NOT WARRANTY ANY APPLIANCES. EXCEPT FOR THE STOVE.
- On a property that the Landlord pays for the utilities; should there be an excessive monthly bill the excess amount will be charged to the tenants and split evenly between the units. This excessive amount payable with their next month's rent. To prevent this from occurring; the tenant is asked to be proactive and report any and all possible utility issues. (i.e. water leaks, running toilets, etc.)
- EMERGENCY MAINTENANCE NUMBER 210-861-1002 FOR AFTER HOURS, WEEKENDS AND HOLIDAYS ONLY. (TEXT ONLY)

ALL OTHER PROVISIONS OF THE CONTRACT AND ANY ADDENDA SHALL REMAIN THE SAME AND ARE UNCHANGED EXCEPT AS SET FORTH ABOVE, AND OWNER / REPRESENTATIVE AND TENANT HEREBY RATIFY AND AFFIRM THE SAME.

EXECUTED in multiple originals effective the \_\_\_\_\_  
(BROKER TO FILL IN THE DATE OF FINAL ACCEPTANCE)

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Signed for Landlord; underwritten property management Agreement or power of attorney:

Printed Name: Bill Williamson  
Firm Name: Property Management Services of Texas, Inc.

\_\_\_\_\_  
Tenant



**AUTHORIZATION AGREEMENT FOR AUTOMATIC CREDITS (ACH CREDITS)**

I (we) hereby authorize Property Management Services of Texas, hereinafter called COMPANY, to initiate credit entries to my (our) ( ) **Checking** ( ) **Savings** account (select one) indicated below at the bank named below, to credit the same to such account.

Bank  
NAME \_\_\_\_\_ BRANCH \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TRANSIT/ABA NO. \_\_\_\_\_ ACCOUNT NO. \_\_\_\_\_

This authority is to remain in full force and effect until Property Management Services of Texas has received written notification from me (or either of us) of its termination in such time and in such manner as to afford Property Management Services of Texas and your bank a reasonable opportunity to act on it.

NAME(S) \_\_\_\_\_ SOCIAL SECURITY  
(PLEASE PRINT) NUMBER \_\_\_\_\_

DATE \_\_\_\_\_ SIGNED X \_\_\_\_\_

\_\_\_\_\_  
Property Address (please print)

## STAFF LISTING & VOICEMAIL EXTENSIONS

|                  |          |
|------------------|----------|
| Cindy Beauvais   | Ext. 202 |
| Bill Williamson  | Ext. 204 |
| Julie Williamson | Ext. 213 |
| Marty Hutchison  | Ext. 222 |
| Billie Kotara    | Ext. 214 |
| Wendy Williamson | Ext. 229 |

### BY NAME STAFF FUNCTIONS

**Bill Williamson** - Broker. Oversees the total operations of Property Management Services of Texas, Inc. (DeLaney Realty, Inc. & BRW & Associates, Inc). Major focus is in Residential Sales and Rentals. Handles disputes between tenant's and staff members that may arise.

**Cindy Beauvais** - Performs duties as the administrative assistant for Property Management Services of Texas, Inc Prepares correspondence and answers questions dealing with rental of property in the absence of the responsible agent. Answers questions regarding advertisement on sale and rental properties. Performs other duties associated with administrative operations.

**Julie Williamson** - Prepares the required paperwork for lease renewals. Processes rental applications and goes over lease with new tenants.

**Marty Hutchison** - Monitors the rental market. Primary representative of owners in eviction matters.

**Billie Kotara** - Performs duties as Repair Coordinator. Receive work/repair requests from tenants and owners. Obtain bids for work to be performed and inputs work orders. Monitors vacancies to place home on Lawn List and for notification to insurance on 90-Day Vacancy Clause.

**Wendy Williamson** - Performs the specific duties as bookkeeper for property management. Receives and posts rents. Makes payment to contractors for work performed. Makes mortgage payment when required. Prepares Notices to Quit. Prepares and mails tenant's and owner's statements.