

REAL ESTATE LEASE

This Lease Agreement ("Lease") is dated **date**, by and between **Mr. King and Mrs. King** (known individually or collectively as "Landlord"), and **tenant's name** ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant small, furnished efficiency apartment attached to main house, including private entry, living space, kitchenette, bathroom with shower and private deck outside front window. ("Premises") located at 4328-B Sycamore Street, Dallas, Texas 75204.

TERM. The lease term will begin on **StartDate** and will terminate on **EndDate**.

LEASE PAYMENTS. Tenant shall pay to Landlord lease payments of **\$xxx**, payable in advance on the first day of each month and no later than the third day of each month, for a total lease payment of **\$x,xxx**. Two month's rent are to be paid in advance of taking possession of the apartment. Lease payments shall be made to Landlord at 4328 Sycamore Street, Dallas, TX, 75204 which may be changed from time to time by Landlord.

SECURITY DEPOSIT. Prior to taking possession of the apartment, tenant shall pay to Landlord, in trust, a security deposit of \$250.00 to be held and disbursed for Tenant damages to the Premises or other defaults under this Agreement (if any) as provided by law. Deposit (less the \$100 cleaning fee described below) is refundable to tenant given that the apartment is left in the condition in which it was received.

CLEANING FEE. The amount of \$100 will be deducted from the Security Deposit to cover a thorough cleaning of the apartment after tenant's departure.

POSSESSION. Tenant shall be entitled to possession no later than 5 p.m. on the first day of the term of this Lease, and shall yield possession to Landlord no later than noon on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES/ABSENCES. Tenant shall occupy and use the Premises as a dwelling unit. Tenant shall notify Landlord of any anticipated absence of two-or-more weeks from the Premises not later than the first day of the extended absence.

OCCUPANTS. No more than 1 person may reside on the Premises unless the prior written consent of the Landlord is obtained.

PETS. No pets shall be allowed on the Premises.

SMOKING. Smoking is not allowed on the premises at any time, inside or outside of the apartment.

FURNISHINGS. The lease of the Premises includes the furnishings listed on the attached exhibit. Tenant shall return all such items at the end of the lease term in a condition as good as existed at the beginning of the lease term, normal wear and tear excepted.

NETFLIX/ROKU ACCOUNTS. The apartment is provided with accounts for both Netflix and ROKU. Tenant may not change any conditions of the Netflix or ROKU accounts without prior written approval of

Landlord. Any change(s) to the Netflix or ROKU account(s) that results in additional expense will be charged to the Tenant as additional rent. All DVD movies received through the Netflix account must be returned to Netflix at least 7 days before the end of the term of this lease.

PARKING. Tenant shall be entitled to use 1 parking space for the parking of a motor vehicle.

PROPERTY INSURANCE. Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

KEYS. Tenant will be given 1 key to the Premises. If all keys are not returned to Landlord following termination of the Lease, Tenant shall be charged \$20.00.

LOCKOUT. If Tenant becomes locked out of the Premises, Tenant will be charged \$0.00 to regain entry.

MAINTENANCE. Landlord shall have the responsibility to maintain the Premises in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitability.

UTILITIES AND SERVICES. Landlord shall be responsible for all utilities and services incurred in connection with the Premises.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

PERSONAL TAXES. Landlord shall pay all personal taxes and any other charges which may be levied against the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

DAMAGE TO PREMISES. Tenant shall give Landlord immediate notice of any damage to the Premises.

HABITABILITY. Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent." The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

LATE PAYMENTS. For each payment that is not paid within 5 days after its due date, Tenant shall pay a late

fee of \$25.00 per day, beginning on the first day after the due date.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to 150 % of the normal payment rate .

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$50.00 for each check that is returned to Landlord for lack of sufficient funds.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

LANDLORD:

Mr. and Mrs. King
The Apartment on Sycamore
Dallas, TX 75204

TENANT:

Tenant's name and permanent address (where mail can be forwarded)

Such addresses may be changed from time to time by either party by providing notice as set forth above.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Texas.

ENTIRE AGREEMENT/AMENDMENT. This Lease contains the entire agreement of the parties and there

are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:

Mr. King

Mrs. King

Date

TENANT:

Tenant's name

Date

