

# Texas Residential Lease Agreement

**THIS AGREEMENT** (hereinafter referred to as the "Texas Lease Agreement") is made and entered into this 19 day of April, 2022, by and between Epoch Partners, LLC (hereinafter referred to as "Landlord") and Kristen Herring (hereinafter referred to as "Tenant(s).") For and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **PROPERTY.** Landlord owns certain real property and improvements located at 1406 Caudill Street, College Station, Texas 77840 (hereinafter referred to as the "Property"). Landlord desires to lease the Premises to Tenant(s) upon the terms and conditions contained herein. Tenant(s) desires to lease the Premises from Landlord on the terms and conditions as contained herein.
2. **TERM.** This Texas Lease Agreement shall commence on August 8, 2022 and shall continue as a lease for term. The termination date shall be on August 2, 2024 at 11:59 PM. Upon termination date, Tenant(s) shall be required to vacate the Premises unless one of the following circumstances occur:
  - (i) Landlord and Tenant(s) formally extend this Texas Lease Agreement in writing or create and execute a new, written, and signed Texas Lease Agreement; or
  - (ii) Landlord willingly accepts new Rent from Tenant(s), which does not constitute past due Rent.

In the event that Landlord accepts new rent from Tenant(s) after the termination date, a month-to-month tenancy shall be created. If at any time either party desires to terminate the month-to-month tenancy, such party may do so by providing to the other party written notice of intention to terminate at least 30 days prior to the desired date of termination of the month-to-month tenancy.

Notices to terminate may be given on any calendar day, irrespective of Commencement Date. Rent shall continue at the rate specified in this Texas Lease Agreement, or as allowed by law. All other terms and conditions as outlined in this Texas Lease Agreement shall remain in full force and effect. Time is of the essence for providing notice of termination (strict compliance with dates by which notice must be provided is required).

3. **RENT.** Tenant(s) shall pay to Landlord the sum of \$ 1,650.00 per month as Rent for the Term of the Agreement. Due date for Rent payment shall be the 1st day of each calendar month and shall be considered advance payment for that month. Weekends and holidays do not delay or excuse Tenant(s)'s obligation to timely pay rent.
  - A. **Delinquent Rent.** If not paid on the 1st, Rent shall be considered overdue and delinquent on the 2nd day of each calendar month. If Tenant(s) fails to timely pay any month's rent, Tenant(s) will pay Landlord a late charge of \$ 30.00 per day until rent is paid in full. If Landlord **receives** the monthly rent by the 3<sup>rd</sup> day of the month, Landlord will waive the late charges for that month. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy Landlord may exercise for Tenant(s)'s failure to timely pay rent.
  - B. **Prorated Rent.** In the event that the Commencement Date is not the 1st of the calendar month, Rent payment remitted on the Commencement Date shall be prorated based on a 30-day period.

Tenant(s): Kh, —, —, —

Landlord: \_\_\_\_\_



- C. Returned Checks. In the event that any payment by Tenant(s) is returned for insufficient funds ("NSF") or if Tenant(s) stops payment, Tenant(s) will pay \$ 30.00 to Landlord for each such check, plus late charges, as described above, until Landlord has received payment. Furthermore, Landlord may require in writing that Tenant(s) pay all future Rent payments by cash, money order, or cashier's check.
- D. Order in which funds are applied. Landlord will apply all funds received from Tenant(s) first to any non-rent obligations of Tenant(s) including late charges, returned check charges, charge-backs for repairs, brokerage fees, and periodic utilities, then to rent, regardless of any notations on a check.
- E. Rent Increases. There will be no rent increases through the Termination Date. If this lease is renewed automatically on a month to month basis, Landlord may increase the rent during the renewal period by providing written notice to Tenant(s) that becomes effective the month following the 30<sup>th</sup> day after the notice is provided

4. **SECURITY DEPOSIT.** Upon execution of this Texas Lease Agreement, Tenant(s) shall deposit with Landlord the sum of \$ 1,650.00, receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof.

**INTEREST:** Interest will not be paid to Tenant(s) on the security deposit.

**REFUND OF SECURITY DEPOSIT.** Upon termination of the tenancy, all funds held by the landlord as security deposit may be applied to the payment of accrued rent and the amount of damages that the landlord has suffered by reason of the Tenant(s)'s noncompliance with the terms of this Texas Lease Agreement or with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises. If damages exceed the security deposit, Tenant(s) will pay the balance due to Landlord within ten (10) days of written demand.

**NOTICES ABOUT SECURITY DEPOSIT.**

- A. Sec. 92.108 of the Texas Property Code states "The 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. A tenant who violates this section is presumed to have acted in bad faith. A tenant who in bad faith violates this section is liable to the landlord for an amount equal to three times the rent wrongfully withheld and the landlord's reasonable attorney's fees in a suit to recover the rent."
- B. Sec. 92.104 of the Texas Property Code states "Before returning a security deposit, the landlord may deduct from the deposit damages and charges for which the tenant is legally liable under the lease or as a result of breaching the lease. The landlord may not retain any portion of a security deposit to cover normal wear and tear. If the landlord retains all or part of a security deposit under this section, the landlord shall give to the tenant the balance of the security deposit, if any, together with a written description and itemized list of all deductions. The landlord is not required to give the tenant a description and itemized list of deductions if:
  - (1) the tenant owes rent when he surrenders possession of the premises; and
  - (2) there is no controversy concerning the amount of rent owed.
- C. Tenant(s) may view the Texas Property Code at <http://www.statutes.legis.state.tx.us/>

5. **USE OF PREMISES.** The Premises shall be used and occupied solely by Tenant(s) and Tenant(s)'s immediate family, consisting of Kristen, Emily, and Rebecca Herring, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Texas Lease

Tenant(s): kh, —, —, —

Landlord: \_\_\_\_\_



Agreement by Tenant(s) for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant(s) shall not allow any other person, other than Tenant(s)'s immediate family or transient relatives and friends who are guests of Tenant(s), to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant(s) shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

6. **CONDITION OF PREMISES.** Tenant(s) stipulates, represents and warrants that Tenant(s) has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and livable condition. Within ten (10) days of occupying the property, Tenant(s) will complete and return to Landlord an Inventory and Conditions Form.
7. **ASSIGNMENT AND SUB-LETTING.** Tenant(s) shall not assign this Texas Lease Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Texas Lease Agreement.
8. **ALTERATIONS AND IMPROVEMENTS.** Tenant(s) shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant(s) shall, unless otherwise provided by written agreement between Landlord and Tenant(s), be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Texas Lease Agreement.
9. **LIABILITY:** Landlord is not responsible to Tenant(s) or guests for injuries, damages to person or property caused by natural elements, theft, vandalism, or environmental contaminants, unless caused by Landlord.
10. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant(s) upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant(s) agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Texas Lease Agreement and all rights hereunder shall terminate.
11. **HAZARDOUS MATERIALS.** Tenant(s) shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
12. **UTILITIES.** Tenant(s) shall be responsible for arranging for and paying for all utility services required on the Premises.
13. **RENTERS INSURANCE.** Landlord requires Tenant(s) to obtain renters insurance for the duration of the Texas Lease Agreement.
14. **MAINTENANCE AND RULES.** Tenant(s) will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition during the term of this Texas Lease

Tenant(s): Kh,     ,     ,     

Landlord: \_\_\_\_\_

Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant(s) shall:

- A. Not make holes in floors, or walls with the exception of small nails for hanging pictures in sheetrock
- B. Not remove flooring, paint or wallpaper
- C. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- D. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- E. Not obstruct or cover the windows or doors;
- F. Not leave windows or doors in an open position during any inclement weather;
- G. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- H. Replace all air conditioning filters at lease every other month;
- I. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant(s) shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant(s);
- J. Replace all light bulbs and batteries for smoke alarms, carbon monoxide detectors, and garage door openers;
- K. Replace misplaced keys;
- L. Secure exterior faucets during freezing weather;
- M. Know how to shut-off the main water valve and switch breakers off at appropriate times;
- N. Water yard at reasonable and appropriate times;
- O. Tenant(s)'s family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- P. Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- Q. Deposit all trash, garbage, rubbish or refuse in the locations provided and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- R. Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.

Tenant(s): kh,     ,     ,     

Landlord: \_\_\_\_\_



15. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant(s), this Texas Lease Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant(s) up to the time of such injury or destruction of the Premises, Tenant(s) paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Texas Lease Agreement continue according to its terms.

16. **REPAIRS**

- A. Repair requests must be written and delivered to the Landlord.
- B. Tenant(s) may not repair without the Landlord's permission. All decisions regarding repairs will be at the Landlord's discretion and follow the requirements set forth in Texas Property Codes Section 92.
- C. Landlord will NOT pay for repair damage caused by Tenant(s)

17. **ACCESS BY LANDLORD.** Landlord will provide a 24-hour notice before accessing property. Landlord and Landlord's agents shall have the right during the term of this Texas Lease Agreement and any renewal thereof to enter the Premises for the following purposes:

- A. Inspect the Property for condition;
- B. Make repairs;
- C. Show the Property to prospective Tenant(s), prospective purchasers, inspectors, fire marshals, lenders, appraisers, or insurance agents;
- D. Exercise a contractual or statutory lien;
- E. Leave written notice;
- F. Seize nonexempt property after default.

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.

If Tenant(s) fails to permit reasonable access under this Paragraph, Tenant(s) will be in default.

18. **SUBORDINATION OF LEASE.** This Texas Lease Agreement and Tenant(s)'s interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

Tenant(s): kh,    ,    ,      
Form Downloaded from RentalLeaseAgreements.com

Landlord:



19. **TENANT(S)'S HOLD OVER.** If Tenant(s) remains in possession of the Premises with the consent of Landlord after the natural expiration of this Texas Lease Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant(s) which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at \$ 1,650.00 per month and except that such tenancy shall be terminable upon thirty (30) days written notice served by either party.
20. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant(s) shall surrender the Premises in as good a state and condition as they were at the commencement of this Texas Lease Agreement, reasonable use and wear and tear thereof and damages by the elements excepted. Tenant will sweep all floors, wipe down all surfaces, and remove trash, debris, and all personal property from premises.
21. **EARLY TERMINATION.** Tenant(s) is not entitled to early termination of this Texas Lease Agreement except for special statutory rights involving family violence, military deployment, or certain sex offenses as outlined in the Texas Property Codes Section 92.016.
22. **ANIMALS.** THERE WILL BE NO ANIMALS, unless authorized by a separate written Pet Addendum to this Residential Lease Agreement. Tenant(s) shall not permit any animal, including mammals, reptiles, birds, fish, rodents, or insects on the property, even temporarily, unless otherwise agreed by a separate written Pet Agreement. If Tenant(s) violates the pet restrictions of this Lease, Tenant(s) will pay to Landlord a fee of \$ 50.00 per day per animal for each day Tenant(s) violates the animal restrictions as additional rent for any unauthorized animal. Landlord may 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(s) of Landlord's intention to remove the unauthorized animal. Landlord will not be liable for any harm, injury, death, or sickness to any unauthorized animal. Tenant(s) is responsible and liable for any damage or required cleaning to the Property caused by any unauthorized animal and for all costs Landlord may incur in removing or causing any unauthorized animal to be removed.
23. **SMOKING.** Smoking is not permitted inside the property. If Tenant(s) violates the smoking restrictions of this Lease, the Landlord may deduct from the security deposit damages caused by smoking.
24. **WATERBEDS.** THERE WILL BE NO WATERBEDS, unless authorized by a separate written Waterbed Addendum to this Residential Lease Agreement.
25. **QUIET ENJOYMENT.** Tenant(s), upon payment of all of the sums referred to herein as being payable by Tenant(s) and Tenant(s)'s performance of all Tenant(s)'s agreements contained herein and Tenant(s)'s observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof in accordance with the College Station Noise Ordinance.
26. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant(s), Tenant(s)'s family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant(s) hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
27. **DEFAULT.** If Landlord breaches this Lease, Tenant(s) may seek any relief provided by law. If Tenant(s) fails to comply with any of the material provisions of this Texas Lease Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant(s) by statute, within seven (7) days after delivery of written notice by Landlord specifying the noncompliance and indicating the intention of Landlord to terminate the Lease by reason

Tenant(s): Kh, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Landlord: \_\_\_\_\_



thereof, Landlord may terminate this Texas Lease Agreement. If Tenant(s) fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Texas Lease Agreement.

28. **ABANDONMENT.** If at any time during the term of this Texas Lease Agreement Tenant(s) abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant(s) for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant(s), re-let the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Landlord's option, hold Tenant(s) liable for any difference between the rent that would have been payable under this Texas Lease Agreement during the balance of the unexpired term, if this Texas Lease Agreement had continued in force, and the net rent for such period realized by Landlord by means of such re-letting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant(s), then Landlord shall consider any personal property belonging to Tenant(s) and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.
29. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant(s) agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
30. **RECORDING OF TEXAS LEASE AGREEMENT.** Tenant(s) shall not record this Texas Lease Agreement on the Public Records of any public office. In the event that Tenant(s) shall record this Texas Lease Agreement, this Texas Lease Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
31. **GOVERNING LAW.** This Texas Lease Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Texas.
32. **SEVERABILITY.** If any provision of this Texas Lease Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Texas Lease Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
33. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
34. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant(s).
35. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
36. **NON-WAIVER.** No delay, indulgence, waiver, non-enforcement, election or non-election by Landlord under this Texas Lease Agreement will be deemed to be a waiver of any other breach by Tenant(s), nor shall it affect Tenant(s)'s duties, obligations, and liabilities hereunder.
37. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Texas Lease Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

Tenant(s): Kh,     ,     ,     

Landlord:

38. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be delivered to Tenant(s) at the Property address and/or by electronic transmission, and to Landlord at the following address or by electronic transmission:

Tenant(s)  
Name: Kristen Herring Email: Kherring96@gmail.com  
Name:      Email:       
Name:      Email:       
Name:      Email:     

Landlord Address: 5267 Hwy 90 North Anderson, TX 77830

Landlord Email: rentals@epochrentals.com

39. **LEAD-BASED PAINT DISCLOSURE.** If the premises were constructed prior to 1978, Tenant(s) acknowledges receipt of the form entitled "LEAD-BASED PAINT DISCLOSURE" which contains disclosure of information on lead-based paint and/or lead-based paint hazards.

As to Landlord this      day of     , 20    .

**LANDLORD**

Signature:     

Print:      Date:     

As to Tenant(s), this 19 day of April, 2022.

**TENANT(S)**

Signature: *Kristen Herring*

Print: Kristen Herring Date: 4/19/2022

**TENANT(S)**

Signature:     

Print:      Date:     

Tenant(s): Kh - - -

Landlord:



TENANT(S)

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

Print: \_\_\_\_\_ Date: \_\_\_\_\_

TENANT(S)

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

Print: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant(s):     ,     ,     

Landlord: \_\_\_\_\_

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

**Lessor's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_

(ii)  Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i)  Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_

(ii)  Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (initial)**

(c)  Lessee has received copies of all information listed above.

(d)  Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Agent's Acknowledgment (initial)**

(e)  Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
<i>K. Fleming</i>	<i>4/19/2022</i>		
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date



## PET AGREEMENT

This agreement is attached to and forms a part of the Texas Residential Lease Agreement dated April 19, 2022

between Epoch Partners, LLC, Landlord, and Kristen Herring, Tenant(s).

Tenants desire to keep a pet(s) named Chuy and Max and described as rat terrier dogs in the dwelling they occupy under the Texas Residential Lease Agreement referred to above. Because this agreement specifically prohibits keeping pets without the Landlord's permission, Tenant(s) agree to the following terms and conditions in exchange for their permission:

1. Tenants agree to keep their pet(s) under control at all times.
2. Tenants agree to keep their pet(s) restrained, but not tethered, when it is outside their dwelling.
3. Tenants agree to adhere to local ordinances, including leash and licensing requirements.
4. Tenants agree not to leave their pet(s) unattended for any unreasonable periods.
5. Tenants agree to clean up after their pet(s) and to dispose of their pet(s)' waste properly and quickly.
6. Tenants agree not to leave food or water for their pet(s) or any other animal outside their dwelling where it may attract other animals.
7. Tenants agree to keep their pet(s) from being unnecessarily noisy or aggressive and causing any annoyance or discomfort to others and will remedy immediately any complaints made through the Landlord or Manager.
8. Tenants agree to provide their pet(s) with regular health care, to include inoculations as recommended.
9. Tenants agree to provide their pet(s) with an identification tag.
10. Tenants agree to get rid of their pet(s)' offspring within eight weeks of birth.

11. Tenants agree to pay immediately for any damage, loss, or expense caused by their pet(s), and in addition, they will add \$ 600.00 to their security deposit, any of which may be used for cleaning, repairs or delinquent rent when Tenant(s) vacate. This added deposit, or what remains of it when pet damages have been assessed, will be returned to Tenant(s) within 30 days after they have proved that they no longer keep this pet(s).
12. Tenants agree that this Agreement applies only to the specific pet(s) described above and that no other pet(s) may be substituted.
13. Tenants agree to furnish the Landlord with a picture of their pet.
14. Tenants agree that the Landlord reserves the right to revoke permission to keep the pet(s) should the Tenants break this agreement.

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

Tenant Herring \_\_\_\_\_ Date 4/19/2022 \_\_\_\_\_