

ADD/REMOVE A TENANT LEASE AMENDMENT

Property Address: 1207 Westover Street, College Station, Texas 77840

This Lease Amendment ("Amendment") made August 7, 20 23 amends the lease ~~agreement~~ modification addendum that began on July 28, 20 23 between the following parties:

Landlord: Epoch Partners, LLC

Tenant(s): Alec Wagnon
Garrett Guerrero
Matthew Trees

The parties hereby acknowledge that the current lease agreement between the Landlord and Tenant(s) is amended as follows:

- The following individual(s) is/are to be **added** to the lease:

Will Schultz

- The following individual(s) is/are to be **removed** from the lease:

The parties acknowledge and consent to the inclusion of the aforementioned language into the lease agreement. Any changes made are legally binding upon signature of both parties.

Landlord Signature 

Print Name: Jenna Blinn Date: August 10, 20 23

Tenant Signature 

Print Name: Matthew Trees Date: 8/8, 20 23

Tenant Signature 

Print Name: Garrett Guerrero Date: 8/8, 2023

Tenant Signature 

Print Name: Will Schultz Date: 8/8, 2023

Tenant Signature 

Print Name: Alec Wagon Date: 8/8, 2023



LEASE MODIFICATION ADDENDUM

This Lease Modification Addendum is made effective as of _____, by and between Alec Wagon, ~~Garrett Guerrero~~, and Matthew Trees ("Tenant"), and Epoch Partners, LLC ("Landlord"). Tenant has previously entered into a lease agreement with Landlord dated June 21, 2022 (the "Lease"), a copy of which is attached as an exhibit to this addendum. The Tenant and Landlord agree to change the Termination date in the aforementioned Lease agreement from July 28, 2023 to August 2, 2024. Previous tenant, ~~Maverick Hadberry~~, is not included in this lease modification addendum. All other terms and conditions of the Lease agreement shall remain in effect in respect for the obligations of both parties.

TENANT

Matthew Trees 4/28/23
Date

TENANT

Alec Wagon 5/3/23
Date

TENANT

Matthew Trees 5/7/23
Date

LANDLORD

JAB 6/26/2023
Epoch Partners, LLC Date

Texas Residential Lease Agreement

THIS AGREEMENT (hereinafter referred to as the "Texas Lease Agreement") is made and entered into this ____ day of _____, 20²², by and between Epoch Partners, LLC (hereinafter referred to as "Landlord") and _____ (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 1207 Westover 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 July 28, 2023 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 \$ 1,700.00 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 3rd 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): Ap, Gln, MA, MT
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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): AB, GH, MG, AT
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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.

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 \$ 1,700.00 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): ALV, GLR, MG, MT
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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) ASL, LH, MG, MT
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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: Alec Glenn Wagner Email: a.g.wagner2@hotmail.com
Name: Garrett Guerrero Email: garrettguerrero22@gmail.com
Name: Maverick Gadberry Email: dkgm2002@gmail.com
Name: Matthew Torres Email: Flicks.matthew@gmail.com
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 21st day of June, 2022.

LANDLORD

Signature: Jenna Blinn Digitally signed by Jenna Blinn
Date: 2022.07.21 11:05:36 -06'00'

Print: Jenna Blinn Date: 7/21/2022

As to Tenant(s), this _____ day of _____, 20_____.

TENANT(S)

Signature: 

Print: Alec Glenn Wagner Date: 07/22/22

TENANT(S)

Signature: 

Print: Garrett Eric Curtis Guerrero Date: 4/22/22

TENANT(S)

Signature: Maverick Godberry
Print: Maverick Godberry Date: 4/28/22

TENANT(S)

Signature: Matthew Foces
Print: Matthew Foces Date: 4/22/22

Co-Signer Agreement

This **AGREEMENT** is made on 4-22-2022 between Landlord, Epoch Partners, LLC and Tenant or Tenants, Maverick Gadberry, and understood to be included and recognized as Attachment A to modify the Lease (the "Lease") between Landlord and Tenant(s) dated 4-22-2022 and which refers to the Property herein described as follows:

PROPERTY DESCRIPTION

The leased property is located at 1207 Westover, College Station, TX 77840.

CO-SIGNER(S) IDENTIFICATION

Co-Signer Name: Dallas Gadberry and Kim Gadberry
Co-Signer Address: 1642 Uta Ave, Apartment/Unit Number: _____
City: San Angelo, State: Texas Postal Code: 76904
Drivers License Number: 13359002, Issuing State: Texas
Telephone Number: 325-315-0246

Co-Signer has read the Lease referenced above and agree to guarantee all of Tenants financial obligations related to this lease including, but not limited to, payment of rent, damages assessed and incurred by Tenant(s) and/or Tenant(s) pets or service animals, and any necessary cleaning charges. Co-Signer understands that Co-Signer will be responsible for these financial obligations only in the event that the Tenant(s) themselves fail to meet their financial obligations set forth in the Lease.

This Co-Signer Agreement will remain in force throughout the entire term of the lease, including any extensions of or modifications of the lease terms. If any issues arise which result in the eviction of Tenant(s), Co-Signer will be held equally responsible with the Tenant(s) for any unpaid rent, utility charges, damages assessed, and necessary cleaning charges until the Property herein described is re-rented. This Co-Signer Agreement remains in force if the Tenant(s) assigns or sublets the Property herein described during the term of the lease.

If the Landlord and Co-Signer(s) are involved in any legal proceeding arising out of this Agreement, the prevailing party shall recover reasonable attorney fees, court costs, and any costs reasonably necessary to collect a judgment.

This Agreement shall be signed by Epoch Partners, LLC and by _____.

LANDLORD(S):

Signature: _____ Print Name: _____
Title: Epoch Partners, LLC Representative
Dated: _____

CO-SIGNER(S)

Signature: Dallas Gadberry
Print Name: Dallas Gadberry
Dated: April 22, 2022

Signature: Kim Gadberry
Print Name: Kim Gadberry
Dated: April 22, 2022

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.

<u>Maverick Gadberry</u>	<u>4/22/22</u>	_____	_____
Lessor	Date	Lessor	Date
_____	_____	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Agent	Date	Agent	Date