

Information & Instructions: Lease agreement for personal premises

PREVIEW

1. This lease is for personal premises that will be used as a dwelling. The lease contains provisions for:

- a. The term.
- b. The lessee's right to renew the lease for additional periods as specified, and provided that the rent is increased by the sum stated by lessor.
- c. An option to renew and the method by which to exercise that option.
- d. The rent to be paid, the amount of money to be deposited as a security deposit, and the condition required for a refund of the deposit.
- e. Retention by the lessor of the security deposit for repairs in excess of normal wear and tear [Normal wear and tear is defined in Item 5(e) of the lease].
- f. Use of the leased premises as a single family residence and for no other purpose.
- g. Payment by lessee of utility charges.
- h. Indemnity of the lessor by the lessee.
- i. A prohibition of alterations by the lessee without lessor's approval.
- j. The effect of destruction of the premises.
- k. The condition of the premises at the time of the lease.
- l. Maintenance of the premises at lessee's expense.
- m. Payment by lessee for all alterations, changes, or improvements.
- n. A prohibition of assignment or sublet by lessee without lessor's approval.
- o. Events of default by lessee.
- p. Subordination of lease to mortgage documents.
- q. The lessor's right to inspect the property.
- r. The sum of money payable to the lessor in the event that the property is held over by lessee.

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s. sources.

t. Location for payment of rent.

u. Attorney's fees in the event of litigation.

v. Administration of the lease.

PREVIEW

Form: Lease agreement for personal premises

AGREEMENT FOR PERSONAL PREMISES

This Lease Agreement is made on _____, by and between [name] and [name], husband and wife of [County, Texas] ("Lessor") and [name] and [name] husband and wife of [County, Texas] ("Lessee").

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In consideration of the mutual covenants and agreements set forth in this Lease, and for other good and valuable consideration, Lessor hereby demises and leases to Lessee, and Lessee hereby leases from Lessor, the premises situated at [address], [County, Texas] _____ (the Premises), and more particularly described in Exhibit "A" attached to this Lease.

1. Term

1. The term of this lease shall be for a period of [specify length of term] commencing on _____, and ending on _____.

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2. Option to Renew

2. Lessee is hereby granted and shall, if not at the time in default under this lease, have an option to renew this lease for an additional period of [number] year(s) only from the termination date of this Lease, but otherwise on the same terms, covenants, and conditions contained in this Lease, except that the rental may, at Lessor's option, be increased to the sum of \$ _____ per month.

3. How Exercised

3. This option shall be exercised by Lessee's delivery to Lessor, in person or by United States mail, on or before _____ written notice of Lessee's election to renew the term of this lease as provided above.

THANK YOU

4. Rent

4. Lessee agrees to pay to Lessor as rent for the leased premises the sum of \$ _____ per month in advance, on the first day of each month, commencing on _____, at such place as Lessor may from time to time specify in written notice served on Lessee.

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5. Security Deposit

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5. (a) If, at any time during the term of this Lease, Lessor believes that it would be in Lessor's interest to have Lessee pay a security deposit, Lessor shall give Lessee 10 days notice of that request by the method provided below. Lessee shall then deposit the sum of \$[Amount] with Lessor, to be held by Lessor in accordance with this section. It is understood by the parties that no security deposit was demanded by Lessor or paid by Lessee at the execution of this lease.

(b) Lessor agrees to hold any such deposit for Lessee, and it is understood and agreed that Lessee's claim to the deposit shall be prior to any creditor of Lessor, excluding a trustee in bankruptcy.

(c) Excluding the final rental payment to be made under this Lease, if at any time during the term of this Lease Lessee shall be in default in the payment of all or any portion of the rent, or of any other sums expressly constituting rent under this Lease other than advance rental payments, Lessor may appropriate and apply any portion of the security deposit as may be necessary to the payment of the overdue rent or other sums expressly constituting rent.

(d) If at any time during the term of this Lease Lessee should fail to repair any damage to the premises that Lessee is required to repair pursuant to the terms of this Lease for a period greater than ten (10) days after written demand to make the repair is served on Lessee by Lessor, Lessor may appropriate and apply any portion of the security deposit as may be reasonably necessary to make the repairs.

(e) If, on termination of this tenancy for any reason, Lessee does not leave the leased premises in reasonably clean condition, excluding "normal wear and tear", then Lessor may appropriate and apply any portion of the security deposit as may be reasonably necessary to put the premises in such clean condition. As used in this Lease, the term "normal wear and tear" means deterioration that occurs, based on the use for which the premises are intended, without negligence, carelessness, accident, or abuse of the premises or equipment or chattels by the Lessee, or the Lessee's invitees or guests.

(f) In the event cause exists for retaining all or any portion of the security deposit, the Lessor shall return to the Lessee the balance of the security deposit, if any, together with a written description and itemized list of all deductions. However, Lessee shall not be entitled to any portion of the security deposit as a refund unless Lessee gives Lessor 30 days notice of surrendering the premises. Such deductions shall be limited to damages and charges for which the Lessee is legally liable under this Lease or as a result of breaching this Lease. The Lessor shall not be required to furnish a description and itemized list of deductions if there are any rentals due and unpaid at the time the Lessee surrenders possession of the premises and there is no controversy over the amount of rentals due and unpaid.

(g) Within thirty (30) days after Lessee surrenders the premises, any remaining portion of the security deposit, after any lawful deductions as above, shall be returned to Lessee, directed to the address left by Lessee specifically for such purpose.

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(h) Should Lessor transfer his interest under this lease in any manner, Lessor or Lessor's agent shall do one of the following acts, either of which will release Lessor of further liability with respect to the deposit:

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(1) Transfer the portion of the deposit remaining after any lawful deductions, as above, to the successor in interest, and thereafter notify Lessee by registered mail of the transfer, and of the transferee's name and address. On receipt of the remaining deposit, the successor in interest of Lessor shall have all of the rights and, on receipt by the Lessee of a statement signed by the successor in interest acknowledging receipt of and responsibility for the security deposit, all of the obligations of Lessor with respect to such deposit; or,

(2) Return to Lessee the portion of the deposit remaining after any lawful deductions have been made.

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6. Use

6. The leased premises shall be used only as a single-family residence, and Lessee shall not permit the leased premises or any part of it to be used for (a) the conduct of any offensive, noisy, or dangerous activity that would increase the premiums for fire insurance on the leased premises; (b) the creation or maintenance of a public nuisance; (c) anything that is against public regulations or rules of any public authority at any time applicable to the leased premises; or (d) any purpose or in any manner that will obstruct, interfere with, or infringe on the rights of owners of adjoining property.

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7 Utility Charges

7. Lessee shall pay promptly as they become due all charges for the furnishing of water, electricity, garbage service, and other public utilities to the leased premises during the term of this lease.

8. Indemnity Agreement

8. Lessee agrees to indemnify and hold Lessor and the property of Lessor, including the leased premises, free and harmless from any and all liability for injury to or death of any person, including Lessee and employees of Lessee, or for damage to property arising from the use and occupancy of the leased premises by Lessee or from the act or omission of any person or persons, including Lessee and employees of Lessee in or about the leased premises with the express or implied consent of Lessee.

THANK YOU

9. Alterations and Improvements

9. Lessee shall make no alterations to the buildings on the leased premises nor construct any buildings or other improvements on the leased premises without first having obtained the written consent of Lessor.

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~~10. Destruction of Premises~~
PREVIEW

10. Should any buildings or improvements on the leased premises be damaged or destroyed by fire, the elements, act of God, or other causes not the fault of Lessee or any person in or about the leased premises with the express or implied consent of Lessee, they shall be repaired or replaced by Lessor at Lessor's own cost and expense, and the rent payable by Lessee under this lease shall be abated to the extent the damage or destruction renders the leased premises uninhabitable by Lessee. Provided, however, should the cost of repairing or restoring any buildings or improvements so damaged or destroyed exceed 50% of the replacement cost of all buildings and improvements now located on the leased premises, Lessor may, at Lessor's option, either repair and restore the damaged buildings and improvements or cancel this lease and return any unearned rent previously paid by Lessee under this lease.

~~11. Condition of Premises~~
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11. Lessee stipulates that Lessee has examined the leased premises as well as all buildings and improvements located on the premises and they are all, at the date of this lease, in good order, repair and a safe and clean condition.

12. Maintenance of Premises by Lessee

12. Lessee shall, at Lessee's own cost and expense, maintain the leased premises and the buildings and improvements on the leased premises during the term of this lease in as good order, repair, and safe and clean condition as they were in at the date of this lease, reasonable wear and tear excepted. Any repairs to the leased premises, or the buildings and improvements on the premises, which in the opinion of Lessor exceed \$100 shall be performed by Lessor and shall be Lessor's responsibility.

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13. Improvements Property of Lessor

13. All alterations, changes, and improvements built, constructed, or placed on the leased premises by Lessee, other than movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the leased premises at the expiration or sooner termination of this lease. Nothing contained in this paragraph, however, shall authorize Lessee to make or place any such alterations, changes, or improvements on the leased premises without having first obtained the written consent of Lessor.

a. Per the Texas Property Code, the Lessor has installed, at Lessor's expense smoke detectors and security devices such as window latches and dead bolts.

THANK YOU

14. Assignment and Subletting

14. Lessee shall not assign this lease or sublet the leased premises or any interest in the premises without first obtaining the written consent of Lessor. A consent by Lessor to one assignment or subletting shall not be deemed to be a consent to any subsequent assignment or subletting. A

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assignment or subletting without the written consent of Lessor, or an assignment or subletting by operation of law, shall be void, and shall, at the option of Lessor, terminate this lease.

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15. Default by Lessee

15. Should Lessee be in default for a period of more than fifteen (15) days in the payment of any rent payable under this lease or in the performance of any other provision of this lease, Lessor may terminate this lease and regain possession of the leased premises in the manner provided by the laws of the State of Texas in effect at the date of the default.

16. Reletting by Lessor

16. Should Lessee abandon or vacate the leased premises contrary to the terms of this lease, the leased premises may be relet for the account of Lessee by Lessor for the best rent on the best terms obtainable. If a sufficient sum shall not be realized by Lessor from such reletting, after deducting the cost and expense to Lessor of such reletting, to satisfy the rent reserved in this lease, Lessee agrees to satisfy and pay to Lessor any deficiency in the monthly rent reserved in this lease on the tenth (10th) day of any month in which such a deficiency is determined by Lessor to exist.

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17. Subordination of Lease

17. This lease and Lessee's leasehold interest under this lease, and any extensions, renewals, or modifications of this Lease, are and shall be subject, subordinate, and inferior to any lien or encumbrance now or hereafter placed on the leased premises by Lessor, to all advances made under any such lien or encumbrance, to the interest payable on any such lien or encumbrance, and to any and all renewals and extensions of such lien or encumbrances.

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18. Right of Inspection

18. Lessor and Lessor's agents have the right at all reasonable times during the term of this lease to enter the leased premises for the purpose of inspecting them and all buildings and improvements on the premises.

19. Holdover by Lessee

19. Should Lessee remain in possession of the leased premises with the consent of Lessor after the expiration of this lease, a new tenancy from month to month shall be created between Lessor and Lessee which shall be subject to all the terms and conditions of this lease but which shall be terminable by thirty (30) days written notice served by either Lessor or Lessee on the other party to this lease.

THANK YOU

20. Notices

20. Any and all notices or other communications required or permitted by this lease to be served on or given to either party to this lease by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom they is directed, or in lieu of

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such personal service, when deposited in the United States mail, postage prepaid, addressed to Lessee at the address of the lease premises or to Lessor at [address]. Either party may change the address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided for in this paragraph.

21. Location for Rent Payment

21. Unless changed by written notice pursuant to the provisions in paragraph 20 above, all rent payable under this lease shall be paid to Lessor at the above-specified address.

22. Attorney's Fees

22. Should any litigation be commenced between the parties concerning the leased premises, this lease, or the rights and duties of either party in relation to the lease of the premises, the party prevailing in the litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney's fees in the litigation.

23. Waiver of Breach

23. The waiver by Lessor of any breach of any provision of this lease shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this lease.

24. Time of Essence

24. Time is expressly declared to be of the essence of this lease.

25. Binding of Heirs and Assigns

25. Subject to the provisions of this lease against assignment of the Lessee's interest, all provisions of this lease shall extend to and bind, or inure to the benefit of, not only the parties but to each and every one of the heirs, executors, representatives, successors, and assigns of the parties.

26. Rights and Remedies Cumulative

26. The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

27. Texas Law to Apply

27. This lease shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created under this Lease are performable in [County, Texas].

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28. Legal Construction

PREVIEW

28. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not effect any other provisions and this agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in it.

29. Prior Agreements Superseded

29. This lease constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

30. Amendment

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30. No amendment, modification, or alteration of the terms of this Lease shall be binding unless it is in writing, dated subsequent to the date of this Lease and duly executed by the parties.

Signed on _____.

LESSOR

THIS DOCUMENT

LESSEE

LESSEE

THANK YOU

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