

Residential Lease Agreement

Duplex - revised June 2024

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT – READ IT CAREFULLY

On this date, January 1,2027, Tim Kelley (Landlord) and John and Jill Doe (married Tenants) along with the undersigned signatories agree to the following:

- 1. Landlord leases to Tenant(s), and Tenant(s) hires from Landlord the premises described as 110 Private Road 7521, Apt. 1, Hawkins, Wood County, Texas along with the following appliances and fixtures: range, microwave, dishwasher, and blinds, for a period of 12 months beginning 6/ 1/ 2023 and ending 5/31/2024 for a total lease amount of \$xxxx.00 payable as monthly "rent" payments as described in item 2 below.
- 2. Rent payments shall be \$xxxx.00 per month, <u>due on the 1st day of each calendar month</u>. Checks should be made out to "MVP-East, LLC". Payment can be made by mail, or by hand delivery to our office located in the Texas Wood Mill Cabinets building located at 185 Private Road 7904, Hawkins, TX 75765 (1/4 mile east of duplexes).
 - NOTE: In the event the full rent payment is not received within five (5) days of the due date, a \$20 (twenty dollar) per day late fee will be charged for every day rent is not paid past the due date. Failure to pay rent on time is a violation of the terms of the lease and will lead to immediate eviction proceedings.
- 3. An \$xxxx.00 (one thousand, one hundred dollar) security deposit has been provided to Landlord for the following purposes: repairing damages (above normal wear and tear) caused by Tenant, restoring premises to today's state of cleanliness, paying unpaid water bill, or any other reasonable expenses that arise as a result of Tenants abuse of the premises. After satisfying the above-mentioned expenses, any remaining amount will be used to remedy Tenant's default in the payment of rent and/or late payments, and to pay any eviction costs including attorney fees. Any portion of the security deposit remaining after satisfying the above purposes will be returned to tenant within 30 days of vacating the premises.
- 4. The premises includes a three-bedroom, two-bathroom duplex apartment with an approximate 900 square foot fenced back yard, a front yard, and the two (2) parking spaces immediately in front of the duplex. The premises do not include the field behind the back yard.
- 5. The premises are leased for the following named persons: John and Grace Turner (husband & wife) along with their children.
 - Additional persons may not stay in the premises for greater than 14 days without prior approval by Landlord. **NOTE: Tenant may not sublet any portion of the premises.**
- 6. This is a "No Pets" unit. Pets <u>are not</u> allowed in the premises nor may they be kept in the fenced-in back yard. **NOTE:** Unapproved pets or other animals found on premises are cause for immediate eviction and the loss of security deposit(s).
- 7. Landlord does not provide utilities. All utilities, including electric, water, telephone, cable/satellite TV, and Internet service, will be the responsibility of Tenant. Note that sprinkler water is via a well.
 - NOTE: Tenant must receive authorization from Landlord prior to utility cables or satellite dishes being installed on the premises. If authorization is given, Tenant must provide Landlord with 24 hour notice prior to such devices being installed. Landlord will give installation instructions to utility installer. Utility cables must be routed through the access chase located on the northwest corner of each building.
- 8. This Lease does NOT automatically renew. If Tenant desires to continue using the unit after the lease expires, he/she must notify Landlord in writing of such desire at least 30 days prior to the lease expiration date. If Landlord agrees, a new lease may be negotiated or Tenant may rent the unit on a month-to-month basis under the terms and conditions as set forth in this Lease Agreement. If Landlord does not agree, Tenant must vacate the premises at the end of the lease. Should it be necessary to increase the rental rate while renting on a month-to-month basis, Landlord will provide Tenant 30 days notice of such increase.
- **9. SMOKING INSIDE THE APARTMENT IS PROHIBITED!** If smoking outside, Tenant should avoid smoking in any area that might allow tobacco smoke to be drawn into the apartment through the windows or doors.

Initials:		

- 10. Tenant is allowed to keep two vehicles on the premises. Tenant may only use the parking spaces in front of his/her apartment. If additional "short term" parking is needed for guests, they may park along the west side of the "oil well" driveway (just north of the dumpster). **Parking on the grass is prohibited.**
- 11. Tenants shall not disturb, annoy, endanger or interfere with neighbors, nor use the premises for any unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance upon or about the premises. Tenant agrees to keep toys, furniture, bicycles, etc. within the fenced back yard, and to remove them whenever the grass needs to be mowed. Front and side yards are to be kept clear and clean.
- 12. Tenant shall keep the premises, appliances, and fixtures, which are leased for his exclusive use, in good order and condition. Tenant shall change the Air Conditioner Filter once every 90 days. Landlord will provide filters at Tenant's request. Tenant shall pay for any repairs to the property caused by Tenant's negligence or misuse or that of Tenant's invitees. Landlord shall otherwise maintain the property.
- 13. Landlord reserves the right to enter the premises on the 1st Tuesday of each month for the purpose of checking the Air Conditioner filter, at which time Landlord may take note of the condition of any other appliances or fixtures on the premises.
- 14. Tenant shall not paint, wallpaper, change locks, or make any alterations to the property without Landlord's prior consent.
- 15. With at least 24 hours notice, Tenant shall make the premises available during normal business hours to Landlord or his authorized agent for the purpose of entering (a) to make necessary agreed repairs, decorations, alterations or improvements or to supply necessary or agreed services, or (b) to show premises to prospective or actual purchasers, mortgagees, or prospective tenants, workmen or contractors. In an emergency, Landlord, or his agent, may enter the premises at any time without securing prior permission from Tenant for the purpose of making corrections or repairs to alleviate such emergency.
- 16. If Tenant abandons or vacates the premises without proper notice (See #8 & #9 above), Landlord may, at his option, terminate this lease and regain possession in the manner prescribed by law. This action may also result in 1) loss of all security deposits, and/or 2) legal action to recover the unpaid lease balance.
- 17. All changes, modifications, adjustments to this lease agreement made at the request of the tenant AND authorized by the Landlord will result in a non-refundable fee of \$50.
- 18. Landlord's insurance does not cover Tenant's personal property.
- 19. Landlord is not liable for any health-related injuries to tenant or guests caused by an occurrence of black mold.
- 20. In the event Tenant violates the terms of the lease, and after notification of such violation(s), Landlord reserves the right to terminate the lease and evict Tenant. Tenant agrees to pay court costs and attorney fees for such eviction.

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The premises, appliances, and furnishings have been found to be clean, undamaged, and in good working order with the following exceptions: None.

The foregoing constitutes the entire agreement between the parties.

		n55154.tk@gmail.com
(Landlord or Landlord's Agent)	Date	e-mail
Tenant	Date	e-mail
Tenant	Date	e-mail