



Rental / Lease Agreement

This Agreement, dated _____ is by and between Aus-Tex Home Rentals, “Lessor or Owners” and _____ "Lessee or Tenant(s)” for rental of the furnished dwelling located at:

_____ under the following terms and conditions:

This is a FIXED TERM AGREEMENT (lease) THIS LEASE DOES NOT AUTOMATICALLY RENEW

Tenants agree to lease this dwelling for a FIXED term of _____ beginning

On _____ and ending _____.

Upon expiration, tenants can renew this agreement only with a written renewal request to Aus-Tex Home Rentals. Renewal requests will be approved on a space available basis. When a renewal contract is accepted, tenant(s) will receive a signed copy of the renewal contract verifying the new dates and rate. Verbal Notice is insufficient by any party under any circumstances.

RENT - Tenant(s) agree to rent this dwelling for the sum of _____ per month or term as specified above payable in advance on the first day of each specified period. Tenant(s) agree to pay rent in the form of a personal check, a cashier’s check, or approved credit card transaction. Checks are to be made out and mailed to:

**Aus-Tex Home Rentals
P.O. Box 500-101
Austin, TX 78750**

RENT DUE DATE is the first day of each specified period under this fixed-term agreement. The late day is one (1) day later. In other words, tenant(s) may pay their rent on or before the due date. The very next day is the rent late date. Violation of any part of this agreement or non-payment of rent on the due date shall be cause for immediate eviction under appropriate sections of the applicable code.

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DEPOSIT - On execution of this lease, Lessee will deposit with Lessor the sum of \$500.00 receipt of which is hereby acknowledged by Lessor, as security of the faithful performance of the provisions of this lease relating to rent, repairs, cleaning or inventory, and to be returned to Lessee on the full performance of those provisions following the termination of this lease. Nothing contained in this paragraph shall give Lessee the right to withhold the rent, or shall prohibit Lessor from exercising any of the rights thereunder in respect to the non-payment of rent. Lessee shall not be entitled to interest on the deposit

DEPOSIT DEDUCTIONS - There shall be deducted from the deposit appropriate charges for 1) unpaid rent; 2) electric, water/sewer; 3) cleaning, damages, and required repairs to the Leased Premises or its contents beyond normal wear and tear; and 4) replacing unreturned keys and/or change of locks. Deposit will be first applied to non-rent items, including late charges, charges for returned checks and pet penalties, if any, than to unpaid rent. A balance of the deposit shall be agreed to and refunded to Lessee within Thirty (30) Days of the date Lessee surrenders the Lease Premises and keys and delivers Lessee's forwarding address to Lessor in writing. Lessor shall provide itemized list of deductions if the Lessee owes rent when he/she surrenders possession of the premises and there is no controversy concerning the amount of rent owed. If deductions exceed the Deposit, Lessee agrees to pay Lessor the amount due within Ten (10) Days of written notice to Lessee by Lessor.

UTILITIES - Tenant shall pay all ELECTRIC CHARGES incurred for the leased dwelling during the term of this agreement. These charges will be billed to the tenant(s) monthly or at the completion of the specified period. Aus-Tex Home Rentals shall pay for Local telephone service, weekly trash pick-up, yard maintenance, spraying for insect control, water usage and television cable service. USE. The Leased Premises shall be used only as a private dwelling only, with the total number of adults therein not to exceed ___ persons. Lessee shall permit ___ vehicles on the Leased Premises. Garbage shall be disposed of in appropriate receptacle.

REPAIRS -. Please notify management immediately at 310-1124 for any necessary repairs. Management will schedule repairs, and has the right to enter the rental unit to complete or check on any needed repairs. Whenever possible, the scheduling will be done at a time convenient for the tenant. Aus-Tex Home Rentals shall have the right to temporarily discontinue utilities and the use of any fixtures or appliances by tenant(s) if the interruption results from necessary repairs, construction or an emergency.

HOLD HARMLESS CLAUSE (LIABILITY) - Lessor, property of the Lessor or Lessor's representatives shall not be liable to Lessee, Lessee's guest, or other occupants, for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, wind, explosion, smoke, interruption of utilities, theft, burglary, assault, vandalism, other persons and/or animals, condition of the Leased Premises, other occurrences of casualty losses unless such damage or injury is caused by gross negligence by Lessor or Lessor's representatives. Lessor strongly recommends that Lessee secure his/her own insurance coverage for protection against such liabilities and losses. If Lessor, Lessor's representatives, agents or employees are requested to render service not contemplated in this lease, Lessee agrees to hold harmless Lessor and the other named above from all liability in connection with such services.

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HOLDOVER BY TENANT(S) - If tenant(s) fails to vacate on or before the required move out date, tenant(s) shall be liable to pay the current and published daily rent for the holdover period and to indemnify owner and/or prospective tenant(s) for damages including lost rentals, lodging, expenses and attorney fees. Rent for any holdover period shall be immediately due and payable on a daily fee basis and delinquent without notice or demand. Tenant(s) understands and acknowledges that the tenant will be considered in possession of leased dwelling and liable for payment of rent for the holdover period until all keys to the leased premises are returned to Aus-Tex Home Rentals and all personal property is removed.

PETS - Pets are only allowed with the signed permission of Aus-Tex Rentals. A Pet Agreement must be signed and included as an addendum to this Lease Agreement accompanied by a residence fee for each pet. The tenant shall be held responsible for any and all damages inside and outside the home or to any persons or others properties. In addition, the tenant is responsible to clean up the yard on a regular basis. All pets are expected to be free of fleas.

CLEANING - The leased premises is to be left freshly clean, including bathrooms, kitchen, furniture, appliances, floors, linens and general household cleaning. The yard is to be clean from pet waste and all trash is to be placed in trash containers. The home is to be left in the same clean and orderly condition in which it was accepted. If Lessee fails to clean in accordance with the above, reasonable charges to complete such cleaning shall be deducted from the deposit including but not limited to charges for spots on carpets, draperies, furniture, walls, etc. An option is available for the tenant to arrange for and pay a \$100 cleaning fee, whereas the landlord will have a STANDARD cleaning done for the tenant, as the final cleaning, excessive clutter floor dirt will be charged accordingly. Additional fees will be charged if damage or misuse of the property is found. The landlord will shampoo carpets and furnishings, on a regular basis. The tenant is not responsible to shampoo carpets or furnishings, unless the tenant is responsible for allowing pet hairs to accumulate or causes stains to the property.

CHECK OUT TIME - The house is to be cleaned and vacated by 12 NOON on the designated last day of the lease. All issued keys should be left on the kitchen table. Upon exiting, lock the lower lock on the front door and pull the door shut, this will leave the house locked, accessible only to the landlord.

GENERAL - This instrument constitutes the sole and only agreement between Lessor and Lessee respecting the Leased Premises of the leasing of Leased Premises and any equipment of personal property subject to this lease by Lessor. It correctly sets forth the obligations of Lessor and Lessee to each other as of its date, and any agreements or representations respecting Leased Premises, the equipment or personal property subject to this lease, or their leasing by Lessor to Lessee not expressly set forth herein are null and void. In the event of more than one Lessee, each Lessee is jointly and severally liable for each provision of this lease. Any act or to, or refund to, or the signature of any one or more of the Lessees, in relation to the renewals or termination of this lease, or with respect to any terms of the lease shall be fully binding on all the persons executing this lease and Lessees. Each of the undersigned states that s (he) is of legal age to enter into a binding contract for lodging. This lease shall be construed under and in accordance with the laws of the state of Texas and all obligations thereunder are to be performed in the county in which the Leased Premises are located. In any lawsuit involving contractual or statutory obligations of Lessor or Lessee and obligations of Lessor or Lessee and origination in justice, county or district court, the prevailing party shall

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GENERAL (cont'd) - be entitled to recover attorney's fees and all other costs of litigation from the non-prevailing party. All amounts in any lawsuit judgment shall bear 10% interest from due date. Unless otherwise stated in this lease all sums owed by Lessee are due on demand. Lessors past delay, waiver, or non enforcement of acceleration, contractual lien, rental due date, or any other right, shall not be deemed as waiver of any other breach by Lessee of any other term, condition, or covenant contained in this lease. Any clause in this lease or addendum, if any, declared invalid by law shall not terminate or invalidate the remainder of this lease.

This Lease Agreement and any addendum hereto have been executed in multiple copies, one for Lessee and one or more for Lessor. This is a legal document. Read it carefully. If you do not understand the effect of any part of this agreement, seek competent legal advice.

Pet Agreement Attached: Yes ___ No ___

Keys Received for: House 1 2 3 Mailbox 0 1

Lessee _____ Date _____

Lessee _____ Date _____

Lessor (Owner) _____ Date _____

Receipt: Check No. _____ Amount _____ Date _____

Initial _____ / _____