

Texas Residential Lease

Date: {TodaysDate}

1. **PARTIES.** This Texas Residential Lease (“Agreement”) is between {TenantNames} (collectively, the “Tenant”) and {PropertyManagerEntity} (“Landlord”). Landlord's emergency phone number is {PropertyManagerPhone}. The manager is {PropertyManagerName}. The owner is {PropertyOwnerEntity}, {PropertyOwnerAddress}. Each Tenant is jointly and severally liable for all terms of this Agreement.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} (“Premises”).
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord’s written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM.** The term of the Agreement begins on {StartDate}, and it ends at 11:59 p.m. on {EndDate} (“Agreement Term”).
5. **PAYMENT OF RENT.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord's address or using electronic funds transfer to an account designated by Landlord for the payment of rent. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH_Fees}. If Tenant pays rent with cash, Landlord shall provide Tenant with a written receipt and enter the payment date and amount in a record book maintained by Landlord, per Tex. Prop. Code § 92.011.
6. **CHARGES AND FEES.** If Tenant fails to pay the rent in full by the fifth day of the month, Tenant shall pay Landlord a late charge of \${Late_Fee}. If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of \${NSF_Fee}. Landlord and Tenant agree that the charges and fees are a reasonable estimate of uncertain damages incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.
7. **PRORATION OF RENT.** For the period from {StartDate} through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of \${ProratedRent}.

8. SECURITY DEPOSIT.

- A. **Amount.** Tenant shall deposit with Landlord the amount of **{SecurityDeposit}** as a security deposit against any breach of this Agreement by Tenant.
- B. **Allowable Charges.** Landlord may apply the security deposit to any breach of this Agreement by Tenant, including but not limited to the following: damage to the Premises, any of the buildings, common areas, parking areas, furniture, fixtures, carpet, or appliances; abandonment of the Premises; nonpayment of rent; late charges; and attorneys' fees. Landlord may not retain any portion of the security deposit to cover normal wear and tear, per Tex. Prop. Code § 92.104(b). Tenant may not withhold payment of any portion of the final month's rent on grounds that the security deposit is security for unpaid rent, per Tex. Prop. Code § 92.108.
- C. **Return of Security Deposit.** Prior to move-out, Tenant shall provide Landlord with a written notice of Tenant's forwarding address. Per Tex. Prop. Code § 92.107, **Landlord is not obligated to return Tenant's security deposit or give Tenant a written description of damages and charges until Tenant gives Landlord a written statement of Tenant's forwarding address** for the purpose of refunding the security deposit. Within **30 days** after Tenant surrenders the Premises, Landlord shall return Tenant's security deposit with an itemized security deposit settlement statement listing any deductions. Landlord is not required to give Tenant an itemized security deposit settlement statement if Tenant owes rent when Tenant surrenders possession of the Premises and there is no controversy concerning the amount of rent owed.
9. **KEYS.** Landlord shall provide Tenant with **{HouseKeys}** house key(s), **{MailboxKeys}** mailbox key(s), and **{GarageOpeners}** garage door opener(s) (collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. **If Tenant vacates the Premises in breach of this Agreement or fails to return the Keys to Landlord at move-out, Tenant shall pay to Landlord (or Landlord may deduct from Tenant's security deposit) a \$50 administrative fee plus the reasonable costs of the lock change service.** Per the procedures established by Tex. Prop. Code § 92.0081, Landlord has the right to change the locks and lock Tenant from the Premises in the event of Tenant's failure to timely pay rent. If Tenant is unlawfully locked out of the Premises by Landlord, Tenant has the legal remedies provided by Tex. Prop. Code § 92.009.
10. **UTILITIES.** Landlord shall be responsible for paying the following utilities: **{LandlordUtilities}**. Tenant shall be responsible for paying all other utilities including but not limited to: **{TenantUtilities}**. Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control. If Landlord agrees to pay for water, gas, or electric service, then Landlord is liable to Tenant if the utility company has cut off

utility service to the Premises or has given written notice to Tenant that such utility service is about to be cut off because of Landlord's nonpayment of the utility bill, and Tenant shall have all remedies available per Tex. Prop. Code § 92.301.

11. **SMOKING.** Smoking {Smoking} permitted in the Premises.
12. **PET RESTRICTIONS.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.
13. **NOTICE TO QUIT AND HOLDOVER.**
 - A. **Notice.** At least **30 days** prior to the expiration of the Agreement Term, Tenant shall provide Landlord with written notice of Tenant's intention to surrender the Premises by the end of the Agreement Term. **Tenant's 30 day written notice to surrender the Premises by the end of the Agreement Term is a required condition of Landlord's obligation to refund any security deposit under this Agreement.** If such notice is not timely given, Tenant shall be liable for the rent due for the following month, if the Premises is not rented to another tenant.
 - B. **Month-to-Month Tenancies.** If this Agreement becomes a month-to-month tenancy, rent shall be uniformly apportioned per day during the notice period, which begins upon the other party's receipt of notice of termination as per the following notice periods:
 - i. **Notice by Landlord.** Landlord may terminate a month-to-month tenancy by providing **30 days'** written notice to Tenant.
 - ii. **Notice by Tenant.** Tenant may terminate a month-to-month tenancy by providing **30 days'** written notice to Landlord.
 - C. **Holdover.** If Tenant continues in possession of the Premises after the date of termination of this Agreement, as provided herein or under law, Tenant shall pay to Landlord **double the monthly rental amount of** {MonthlyRent} under this Agreement, computed and prorated on a daily basis, for each day Tenant remains in possession. In addition, Tenant shall be responsible for any further losses and/or costs incurred by Landlord as a result of Tenant's holdover.
14. **RENT CHANGES.** Landlord may not change the rental amount during the Agreement Term. Landlord may change the rental amount or other agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant **30 days** prior to the end of the Agreement Term.
15. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement. Per Tex. Prop. Code § 92.1031, if Tenant fails to occupy the Premises, Landlord may not retain the security deposit if Tenant secures a replacement tenant satisfactory

to Landlord and the replacement tenant occupies the Premises on or before the beginning date of the Agreement Term, or Landlord secures a replacement tenant satisfactory to Landlord and the replacement tenant occupies the Premises on or before the beginning date of the Agreement Term. Landlord may retain from the security deposit the actual expenses incurred by Landlord in securing the replacement, including a reasonable amount for the time of Landlord in securing the replacement tenant.

16. **DELAY OF OCCUPANCY.** In the event Tenant's occupancy of the Premises is delayed for construction, repairs, cleaning, a holdover tenant, or any other circumstances beyond Landlord's control, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis. If the delay of occupancy is longer than seven days, Tenant may terminate this Agreement by delivering written notice to Landlord. After such termination, Landlord's liability to Tenant is limited to the return of all sums previously paid by Tenant to Landlord under this Agreement.
17. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.
18. **SAFETY EQUIPMENT.**
 - A. **Security Devices.** The Premises must be equipped with window and door locks in compliance with Tex. Prop. Code §§ 92.151-170.
 - B. **Smoke Alarms.** Per Tex. Prop. Code § 92.255, Landlord shall install at least one smoke alarm in each separate bedroom in a dwelling unit. In addition:
 - i. if the dwelling unit is designed to use a single room for dining, living, and sleeping, the smoke alarm must be located inside the room;
 - ii. if multiple bedrooms are served by the same corridor, at least one smoke alarm must be installed in the corridor in the immediate vicinity of the bedrooms; and
 - iii. if the dwelling unit has multiple levels, at least one smoke alarm must be located on each level.

If a dwelling unit was occupied as a residence before September 1, 2011, or a certificate of occupancy was issued for the dwelling unit before that date, a smoke alarm installed in accordance with this section may be powered by battery and is not required to be interconnected with other smoke alarms, except that a smoke alarm that is installed to replace a smoke alarm that was in place on the date the dwelling unit was first occupied as a residence must comply with residential building code standards that applied to the dwelling unit on that date or per Tex. Prop. Code § 92.252(b).

Landlord shall inspect and repair a smoke alarm according to Tex. Prop. Code § 92.258. Landlord shall determine that the smoke alarm is in good working order at the beginning of Tenant's possession by testing the smoke alarm with smoke, by operating the testing button

on the smoke alarm, or by following other recommended test procedures of the manufacturer for the particular model. During the term of a lease or during a renewal or extension, Landlord has a duty to inspect and repair a smoke alarm, but only if Tenant gives Landlord notice of a malfunction or requests to Landlord that the smoke alarm be inspected or repaired. This duty does not exist with respect to damage or a malfunction caused by Tenant, Tenant's family, or Tenant's guests or invitees during the term of the lease or a renewal or extension, except that Landlord has a duty to repair or replace the smoke alarm if Tenant pays in advance the reasonable repair or replacement cost, including labor, materials, taxes, and overhead. Landlord must comply with Tenant's request for inspection or repair of a smoke alarm within a reasonable time, considering the availability of material, labor, and utilities. Landlord has met the duty to inspect and repair if the smoke alarm is in good working order after Landlord tests the smoke alarm with smoke, operates the testing button on the smoke alarm, or follows other recommended test procedures of the manufacturer for the particular model. Landlord is not obligated to provide batteries for a battery-operated smoke alarm after Tenant takes possession, if the smoke alarm was in good working order at the time Tenant took possession.

- C. **Fire Extinguisher.** Per Tex. Prop. Code § 92.263, if Landlord has installed a 1A10BC residential fire extinguisher as defined by the National Fire Protection Association or other non-rechargeable fire extinguisher in accordance with a local ordinance or other law, Landlord or Landlord's agent shall inspect the fire extinguisher at the beginning of Tenant's possession and within a reasonable time after receiving a written request by Tenant. At a minimum, an inspection under this section must include: checking to ensure the fire extinguisher is present and checking to ensure the fire extinguisher gauge or pressure indicator indicates the correct pressure as recommended by the manufacturer of the fire extinguisher. A fire extinguisher that satisfies the inspection requirements at the beginning of Tenant's possession is presumed to be in good working order until Tenant requests an inspection in writing. Per Tex. Prop. Code § 92.264, Landlord shall repair or replace a fire extinguisher at Landlord's expense if on inspection, the fire extinguisher is found not to be functioning or not to have the correct pressure indicated on the gauge or pressure indicator as recommended by the manufacturer of the fire extinguisher; or Tenant has notified Landlord that Tenant has used the fire extinguisher for a legitimate purpose. If Tenant or the Tenant's invited guest removes, misuses, damages, or otherwise disables a fire extinguisher, then Landlord is not required to repair or replace the fire extinguisher at Landlord's expense and Landlord is required to repair or replace the fire extinguisher within a reasonable time if Tenant pays in advance the reasonable repair or replacement cost, including labor, materials, taxes, and overhead.

19. **MAINTENANCE RESPONSIBILITIES.**

A. **Landlord's Responsibilities.**

- i. Unless otherwise provided under Texas law, Landlord shall make a diligent effort to repair or remedy a condition if:
 - a. Tenant specifies the condition in a notice to the person to whom or to the place where rent is normally paid;
 - b. Tenant is not delinquent in the payment of rent at the time notice is given; and
 - c. the condition:
 - materially affects the physical health or safety of an ordinary tenant; or
 - arises from Landlord's failure to provide and maintain in good operating condition a device to supply hot water of a minimum temperature of 120 degrees Fahrenheit.
- ii. Unless the condition was caused by normal wear and tear, Landlord does not have a duty during the lease term or a renewal or extension to repair or remedy a condition caused by:
 - a. Tenant;
 - b. a lawful occupant in Tenant's dwelling;
 - c. a member of Tenant's family; or
 - d. a guest or invitee of Tenant.

B. Tenant's Responsibilities. Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises or surrounding property, nor permit any person under Tenant's direction or control to do so.

Tenant shall:

- i. comply with all obligations imposed upon tenants by applicable provisions of all municipal, county, and state codes, statutes, ordinances, and regulations;
- ii. keep the Premises clean, sanitary, and in good condition;
- iii. notify Landlord immediately of any defects, maintenance issues, or dangerous conditions of which Tenant becomes aware;
- iv. be responsible for cleaning and routine maintenance;
- v. dispose promptly of all rubbish, garbage, and other waste; and
- vi. properly use and operate any electrical, gas, and plumbing fixtures and keep them as clean and sanitary as their conditions permit.

20. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition;

except as noted on the inspection checklist, if any.

21. REPAIRS AND ALTERATIONS.

A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.

B. Keys and Security Systems.

i. Rekeying. Per Tex. Prop. Code § 92.156, a security device operated by a key, card, or combination shall be rekeyed by Landlord at Landlord's expense not later than the seventh day after each tenant turnover date. Landlord shall perform additional rekeying or change a security device at Tenant's expense if requested by Tenant. Tenant may make an unlimited number of requests under this subsection. The expense of rekeying security devices for purposes of the use or change of Landlord's master key must be paid by Landlord. This section does not apply to locks on closet doors or other interior doors.

ii. Installation. Per Tex. Prop. Code § 92.163, Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises, or alter or install any security system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as with instructions on how to operate any altered or new security system.

C. **Tenant's Repair And Deduct Remedies.** Per the terms and conditions described in Tex. Prop. Code § 92.0561, Tenant has a limited, lawful right to repair conditions and deduct the cost of repairs from the rental amount for repairs concerning the backup or overflow of raw sewage, the cessation of potable water, or inadequate heating or cooling.

22. **USE VIOLATIONS.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the Premises or any common areas on the property in such a manner that:

A. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;

B. damages the Premises, common areas, or surrounding property; or

C. disturbs the peace and quiet of any other tenant or nearby resident.

23. RULES AND REGULATIONS.

- A. Landlord, from time to time, may adopt rules or regulations, however described, concerning Tenant's use and occupancy of the Premises. They are enforceable against Tenant only if:
- i. their purpose is to promote the convenience, safety, or welfare of Tenant; preserve Landlord's property from abusive use; or make a fair distribution of services and facilities held out for the tenants generally;
 - ii. they are reasonably related to the purpose for which they are adopted;
 - iii. they apply to all tenants in the property in a fair manner;
 - iv. they are sufficiently explicit in their prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what must be done to comply;
 - v. they are not for the purpose of evading the obligations of Landlord; and
 - vi. Tenant has notice of them at the time Tenant enters into this Agreement or when they are adopted.
- B. A rule or regulation adopted after Tenant enters into this Agreement is enforceable against Tenant if reasonable notice of its adoption is given to Tenant and it does not work a substantial modification of this Agreement.

24. **EXTENDED ABSENCES.** Tenant shall notify Landlord in advance if Tenant will be away from the Premises for seven or more consecutive days. During such absences, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs.

25. **ABANDONMENT.**

- A. **Evidence of Abandonment.** Tenant's abandonment of the Premises may be evidenced by the return of keys, the substantial removal of the Tenant's personal property, notice by Tenant, the extended absence of Tenant while rent remains unpaid, or any evidence which would cause a reasonable person to believe that Tenant had permanently surrendered possession of the Premises.
- B. **Mitigation of Damages.** Per Tex. Prop. Code § 91.006, if Tenant abandons the Premises in violation of this Agreement, Landlord has a duty to mitigate damages by using objectively reasonable efforts to re-lease the Premises to a tenant suitable under the circumstances. If Tenant abandons the Premises, Landlord shall make reasonable efforts to rent it at market rate. If Landlord rents the Premises for a term beginning before the expiration of the Agreement Term, this Agreement terminates as of the date of the new tenancy. If Landlord fails to use reasonable efforts to rent the Premises at market rate or if Landlord accepts the abandonment as a surrender, this Agreement is deemed to be terminated by the Landlord as of the date Landlord has notice of the abandonment.
- C. **Personal Property.**

Landlord shall consider any personal property left on the Premises to have been abandoned. Landlord may dispose of all such personal property in any manner Landlord shall deem proper, and Tenant hereby relieves Landlord of all liability for doing so.

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26. QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.

A. **Entry.** So long as Tenant is not in default under this Agreement, Tenant is entitled to quiet enjoyment of the Premises. Landlord may enter the Premises for the following purposes:

- i. to inspect the Premises and determine Tenant's compliance with the terms of the Agreement;
- ii. to show the Premises to a prospective tenant, purchaser, or lender;
- iii. to estimate repair costs;
- iv. to prevent waste;
- v. to prevent excessive noise or disturbances; or
- vi. to make any repairs, additions, or alterations.

B. **Required Notice.** Except in cases of emergency, Tenant's abandonment of the Premises, court order, or where it is impracticable to do so, Landlord shall give Tenant notice of at least **24 hours** before entering the Premises.

27. PARKING PERMIT. Per Tex. Prop. Code § 92.0132, if Landlord issues a parking permit to Tenant, Landlord must issue the permit for a term that is coterminous with the Agreement Term, and Landlord may not terminate or suspend the permit until the date Tenant's right of possession ends.

28. FORCE MAJEURE. If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.

29. ASSIGNMENT, SUBLEASE, AND RELEASE. Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.

30. **GROUNDS FOR TERMINATION OF THE TENANCY.**

A. **Termination by Landlord.** Landlord may terminate this Agreement if:

- i. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;
- ii. Tenant misrepresents any material fact on Tenant's rental application; or
- iii. otherwise provided by law.

B. **Termination by Tenant.** With appropriate notice to Landlord and procedures as required by law, Tenant may terminate this Agreement if any of the following occur:

- i. Tenant is a victim of family violence per Tex. Prop. Code § 92.016;
- ii. Tenant is a victim (or a parent or guardian of a victim) of sexual assault per Tex. Prop. Code § 92.0161;
- iii. Tenant is a sole occupant and dies before expiration of this Agreement, per Tex. Prop. Code § 92.0162;
- iv. Tenant is a military servicemember (or dependent of a servicemember) per Tex. Prop. Code § 92.017;
- v. The Premises suffers a casualty loss per Tex. Prop. Code § 92.054;
- vi. Landlord violates Landlord's maintenance responsibilities under this Agreement, per Tex. Prop. Code § 92.056;
- vii. Landlord fails to install a smoke alarm per as required by this Agreement, per Tex. Prop. Code § 92.260;
- viii. Landlord cuts off utilities obligated to Landlord under this Agreement, per Tex. Prop. Code § 92.301; or
- ix. as otherwise provided by law.

31. **INSURANCE AND LIABILITY.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.

32. **SUBORDINATION.** This Agreement is subordinate to any existing or future mortgages or deeds of trust.

33. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant authorizes Landlord to disclose Tenant's rental history to a third party who

requests the information for a governmental, judicial, law enforcement, or business purpose.

34. **EMINENT DOMAIN.** If any part of the Premises is condemned through power of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.
35. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address listed below. Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:
 - A. To Tenant: the Premises, or at Tenant's last known address
 - B. To Landlord: {PropertyManagerEntity}, {PropertyManagerAddress}
36. **ADDITIONAL PROVISIONS.** Additional provisions are as follows:
{AdditionalProvisions}
37. **ATTORNEYS' FEES.** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover damages, reasonable attorneys' fees, and court costs to the extent permitted by law.
38. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement.
39. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
40. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
41. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
42. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant. Per Tex. Prop. Code § 92.024, Landlord shall provide Tenant with an executed copy of this Agreement within three business days of its execution or within three days of request by Tenant.

Effective as of the date first set forth above.

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