



This is a binding contract. Read carefully before signing.

Moving In -- General Information

1. PARTIES. This Lease Contract is between you, the resident(s) (list all people signing the Lease Contract): **Residents**

_____ and us, the owner:

University Realty
You've agreed to rent the following dwelling: Unit #Unit
of the **Property Name**

(name of condominium or townhome community) located at _____
Property Address

Property Address _____
(street address) in **Austin** _____ (city),
Texas, **Zip** _____ (zip code) for use as a private residence
only. Your Lease Contract includes the following assigned parking
space(s) (if any): **As assigned**

The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above and not to property managers or anyone else. See paragraph 33 for a definition of other terms. Written notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

2. OCCUPANTS. The dwelling will be occupied only by you and (list all other occupants not signing the Lease Contract):

Residents Only

No one else may occupy the dwelling. Persons not listed above must not stay in the dwelling for more than 3 consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, 2 days per month is the limit.

3. **LEASE TERM.** The initial term of the Lease Contract begins on the Day day of Month, Year (year), and ends at midnight the 8th day of Month, 2004 (year). This Lease Contract will automatically renew month-to-month unless either party gives at least 30 days written notice of termination or intent to move out as required by paragraph 37. If the number of days isn't filled in, at least 30 days notice is required.

4. SECURITY DEPOSIT. The total security deposit for all residents is \$ 1200.0, due on or before the date this Lease Contract is signed. This amount [check one]: ☒ does or ☐ does not include an animal deposit. Any animal deposit will be stated in an animal addendum. See paragraphs 41 and 42 for security deposit return information.

5. **KEYS AND FURNITURE.** You will be provided 1 dwelling key(s), 0 mailbox key(s), and 0 other access devices for _____. Any resident, occupant, or spouse who, according to a remaining resident's affidavit, has permanently moved out or is under court order to not enter the dwelling, is (at our option) no longer entitled to occupancy, keys, or other access devices. Your dwelling will be [check one]: ☒ A furnished or ☐ unfurnished.

6. RENT AND CHARGES. You will pay \$ _____ per month for rent, payable in advance and without demand at **Address** _____ and payable to ☐ owner or ☒ **University Realty** _____. Prorated rent of \$ _____ is due for the remainder of [check one]: ☒ 1st month or ☐ 2nd month, on _____, _____ (year). Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. If you don't pay all rent on

or before the 3rd day of the month and we haven't given notice to vacate before that date, you'll pay an initial late charge of \$ 35.00 plus a late charge of \$ 10.00 per day after that date until paid in full. Daily late charges will not exceed 15 days for any single month's rent. You'll also pay a charge of \$ 35.00 for each returned check, plus initial and daily late charges from due date until we receive acceptable payment. If you don't pay rent on time, you'll be delinquent and all remedies under state law and this Lease Contract will be authorized. If you violate the animal restrictions of paragraph 27 or other animal rules, you'll pay an initial charge of \$ 100.00 per animal (not to exceed \$100 per animal) and a daily charge of \$ 10.00 per animal (not to exceed \$10 per day per animal) from the date the animal was brought into your dwelling until it is finally removed. We'll also have all other remedies for such violations.

7. UTILITIES. We'll pay for the following items, if checked:
- | | | | |
|-------------------------------------|---|--|-----------------------------------|
| <input type="checkbox"/> water | <input type="checkbox"/> gas | <input type="checkbox"/> electricity | <input type="checkbox"/> cable TV |
| <input type="checkbox"/> wastewater | <input checked="" type="checkbox"/> trash | <input type="checkbox"/> master antenna. | |
- You will pay for all other utilities, except for any utility the Association pays for all units. You'll pay for all related deposits, charges, fees, or services on such utilities. You must not allow utilities (other than cable TV) to be disconnected for any reason—including disconnection for not paying your bills--until the Lease Contract term or renewal period ends. If any utilities are submetered for the dwelling or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance. If you are in an area open to competition and your unit is separately metered, you may choose or change your retail electric provider at any time. If you qualify, your provider will be the same as ours, unless you give us advance written notice of your intent to choose a different provider. You must give us written notice if you change providers. You must pay all provider fees related to your electrical service, including any fees to change back to our provider when you move out. Before moving out, you must notify your provider so electric service can be transferred back into our name and the meter can be timely read.
8. INSURANCE. Our insurance does not provide coverage for your personal property. We urge you to get your own insurance for losses due to theft, fire, water damage, and the like. You intend to [check one]:
- | |
|--|
| <input type="checkbox"/> not buy insurance to protect against such losses, or |
| <input type="checkbox"/> buy insurance from your own agent to cover such losses. |
- If neither is checked, you acknowledge that you will not have insurance coverage.
9. SECURITY DEVICES. What We Must Provide. Texas law requires, with some exceptions, that we must provide at no cost to you when occupancy begins: (1) a window latch on each window; (2) a doorviewer (peephole) on each exterior door; (3) a pin lock on each sliding glass door; (4) either a door handle latch or a security bar on each sliding glass door; (5) a keyless bolting device (keyless deadbolt) on each exterior door; and (6) either a keyed doorknob lock or a keyed deadbolt on one entry door. Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in or within 7 days after you move in, as required by statute. If we fail to install or rekey security devices as required by the Property Code, you have the right to do so and deduct the reasonable cost from your next rent payment under Section 92.165(1) of the Code.

What You Are Now Requesting. Subject to some limitations, under Texas law you may at any time ask us to: (1) install one keyed deadbolt lock on an exterior door if it does not have one; and (2) install a security bar on a sliding glass door if it does not have one; and (3) change or rekey locks or latches. We must comply with those requests, but you must pay for them. Subject to statutory restrictions on what security devices you may request, you are now requesting us to install or change at your expense:

If no item is filled in, then you are requesting none at this time.

Payment. We will pay for missing security devices that are required by statute. You will pay for: (1) rekeying that you request (except when we failed to rekey after the previous resident moved out); and (2) repairs or replacements due to misuse or damage by you or your family, occupants, or guests. You must pay immediately after the work is done unless state statute authorizes advance payment. You also must pay for additional or changed security devices you request in advance or afterward at our option.

Special Provisions and "What If" Clauses

10. **SPECIAL PROVISIONS.** The following or attached special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

11. **EARLY MOVE-OUT; RELETTING CHARGE.** You'll be liable to us for a reletting charge of \$ _____ (not to exceed 85% of the highest monthly rent during the Lease Contract term) if you:
- (1) fail to give written move-out notice as required in paragraphs 23 or 37; or
 - (2) move out without paying rent in full for the entire Lease Contract term or renewal period; or
 - (3) move out at our demand because of your default; or
 - (4) are judicially evicted.

The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease Contract. See the first paragraph of page 2.

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