



## **Texas Residential Lease Agreement** **Amended for Green Mailbox Group – NICHOLS HOLDINGS, LLC.**

This Lease Agreement (hereinafter referred to as the “Lease Agreement”) is made and entered into this [day] day of [month], [year] (Effective Date), by and between Green Mailbox Group, wholly owned and operated under NICHOLS HOLDINGS, LLC (hereinafter referred to as the “Landlord”) and the following: [name] (hereinafter referred to as “Tenant”) including: [tenants]

Subject to the terms and conditions stated below the parties agree as follows:

### 1. PROPERTY

Landlords own certain real property and improvements located at [address] (hereinafter referred to as the “Property” or “Premises”). Landlord desires to lease the premises to Tenant upon the terms and conditions contained herein. Tenant desires to lease the Property from Landlord on the terms and conditions as contained herein. No other portion of the building wherein the Property is located is included unless expressly provided for in this agreement.

### 2. TERM

This Lease Agreement shall commence [date] and shall continue as a lease for term. The termination date shall be on [date] at 11:59 PM (23:59). Upon termination, Tenant shall be required to vacate Premises unless one of the following circumstances occur:

- (a) Landlord and Tenant formally extend this Lease Agreement in writing or create and execute a new, written, and signed Leased Agreement; or
- (b) Landlord willingly accepts new Rent from Tenant, which does not constitute past due Rent. In the event that the Landlord accepts new rent from the Tenant after the termination date, a month-to-month tenancy shall be created at an increased monthly rental rate per month as noted in Rent Section, subsection (e). If at any time either party desires to terminate the month-to-month tenancy, such party may do so by providing to the other party written notice of intention to terminate at least thirty (30) days prior to the desired date of termination of the month-to-month tenancy.

Notices to terminate may be given on any calendar day. Rent shall continue at the rate specified in this Lease Agreement, or as allowed by law. All other terms and conditions as outlined in this Lease Agreement shall remain in full force and effect. Time is of the essence for providing notice of termination (strict compliance with dates by which notice must be provided is required).

### 3. RENT

Tenant shall pay to the Landlord the sum of [\$ .00] per month as Rent for the term of the Lease Agreement. Due date for rent payment shall be the 1st day of each calendar month and shall be considered advance payment for that month.

\*Weekends and holidays do not delay or excuse Tenant’s obligation to timely pay rent.

\*Tenant is responsible for any payment made by mail and not received by the due date stated herein. Mailed payments must be received by the Landlord on or before the due date.

- **Payments should be sent to:** Green Mailbox Group, P.O. Box 6853, McKinney, Texas 75071
  - **Payments can be made by:** Payment through the RentRedi App. (Landlord will cover \$1 charge for ACH payments only. Any credit or debit payment charges through the app for rent will be at the expense of the tenant.)
- (a) **\*Delinquent Rent** - If not paid on the 1<sup>st</sup>, Rent shall be considered overdue and delinquent on the 2<sup>nd</sup> day of each calendar month. If Tenant fails to timely pay any month’s rent, Tenant will pay Landlord a late charge fee of \$25.00 plus \$5.00 per day until rent is paid in full. If Landlord receives the monthly rent by the 5<sup>th</sup> day of the month, Landlord will waive the late charges of those first three days for that month. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy Landlord may exercise for Tenant’s failure to timely pay rent.
  - (b) **\*Prorated Rent** - In the event that the Commencement Date is not on the 1<sup>st</sup> of the calendar month, Rent payment for any partial month will be pro-rated at the rate of 1/30<sup>th</sup> of the monthly rent payment per day.
  - (c) **\*Returned Checks** - In the event that any payment by Tenant is returned for insufficient funds (“NSF”) or if Tenant stops payment, Tenant will pay \$35.00 to Landlord for each such check, plus late charges, as described above, until Landlord has received full payment. Furthermore, Landlord may require in writing that Tenant pay all future Rent payments by cash, money order or cashier’s check.
  - (d) **\*Order in Which Funds are Applied** - Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant including late charges, returned check charges, charge-backs for any repairs, brokerage fees, and periodic utilities, then to rent, regardless of any notation on a check.
  - (e) **\*Rent Increases** - There will be no rent increases through the termination date. If this Lease is renewed automatically on a month-to-month basis, Landlord may increase the rent during the renewal period (i.e. starting of month-to-month Tenancy at an increased rate equal to the noted rent amount of this contract PLUS \$100 for every month in the month-to-month tenancy)

\* \_\_\_\_\_ Tenant Initial



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4. EARLY TERMINATION OF LEASE

Should the Tenant encompass no legal reasoning for a request to prematurely terminate the Lease Agreement, the Tenant will be charged a penalty fee equal to 45 days/1.5 months rent at their current contracted monthly rental fee, ( $\$ \text{Monthly Rent} / 30 \text{ days} = \$ \text{daily rent.} \times 45 = \text{Penalty Fee.}$ ) Tenant is still responsible for regular rental payments for every day of tenancy. The security deposit paid at the time of Lease signing will be reviewed and utilized according to Section 5 of this Lease Agreement and any additional fees may be assessed including but not limited to; any unpaid/back monthly rental payments owed, marketing expenses to find a new tenant, cost of qualifying new tenants (i.e. background checks), fees associated with time/trips to inspect and/or work on property, cleaning fees, key code reprogramming, etc. **If the tenant vacates the premises during their Lease term, they must keep all utilities (water/electricity/gas) in their name and in working order until the new tenant moves in or until the end of the original lease term, whichever comes first.**

\* \_\_\_\_\_ Tenant Initial

5. SECURITY DEPOSIT

Upon execution of this Texas Lease Agreement, Tenant shall deposit with the Landlord the sum of  $[\$ .00]$ , receipt of which is hereby acknowledged by Landlord, as a security for any damage caused to the Property/Premises during the Lease term. *Texas Property Code provides that a Tenant may not withhold monthly Rent payment of any portion on grounds that the security deposit is to be used as acceptable rent.*

Upon termination of the tenancy, all funds held by the Landlord as "Security Deposit" may be applied to the payment of accrued Rent and the amount of damages that the Landlord has suffered by reason of the Tenant's noncompliance with the terms of this Texas Lease Agreement or with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises. (See Section 3, Early Termination of Lease)

6. USE OF PREMISES

The Property/Premises shall be used and occupied solely by the Tenant and Tenant's immediate family, consisting of, exclusively, as a private single family dwelling, and no part of the Property shall be used at any time during the Lease term by Tenant for the purpose of carrying on any business, profession, or trade of any kinds, or for any purpose other than as a private single family dwelling. Tenant shall not assign this Lease Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by the Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. Any of these without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Lease Agreement.

7. CONDITION OF PREMISES

Tenant stipulates, represents and warrants that Tenant has examined the Property, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition and accepts the Property/Premises "AS-IS." All properties are "Smoke-Free", and a separate Non-Smoking Addendum to be signed in conjunction with the Lease Agreement.

(Move-In Checklist to be completed by Tenant and returned to Landlord within the first 72 hours of noted Lease term.)

In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Lease Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between the Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that the Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Lease Agreement continue according to its terms.

8. INSURANCE

**Landlord's insurance does not cover Tenant from loss of personal property. Landlord highly recommends that Tenant obtain their own "Renter's" insurance for casualties such as fire, flood, water damage, and theft.**

Additionally, Tenant may not install or permit any of the following on the Property, even temporarily: a spa, hot tub, above-ground pool, trampoline, or any item which causes a suspension or cancellation of insurance coverage or an increase in insurance premiums.



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9. POSSESSION

Tenant will be entitled to possession of the Property on the first day of the term of this Lease Agreement, and will yield possession to Landlord on the last day of the term of this Lease Agreement, unless otherwise agreed by both parties in writing. At the expiration of the Lease term, Tenant will remove all its goods and effects and peaceably yield up the Property/Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear expected. In the event the Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then the Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the even possession cannot be delivered within such time, through no fault of the Landlord or its agents, then this Lease Agreement and all rights hereunder shall terminate.

10. MAINTENANCE/REPAIRS

Tenant will, at its sole expense, and at all times maintain the Property in a clean and sanitary manner including all furniture, furnishings, and appliances therein and will surrender the same upon termination of tenancy in the same condition received, except for normal wear and tear. Tenant will be responsible for all damages in and about the Property caused by Tenant's negligence and that of their family or invitees or guests. Tenant will immediately notify Landlord, in writing, of any problem, malfunction, or damage. Landlord believes the Property is in a habitable condition until written notice to the contrary is received by Landlord. If Tenant is delinquent in rent at the time a repair notice is given, Landlord is not obligated to make the repair.

\*Landlord responsibilities: (1) a condition caused by the Landlord or the negligence of the Landlord; (2) wastewater stoppages or backups caused by deterioration, breakage, roots, ground condition, faulty construction, or malfunctioning equipment; (3) a condition that adversely affects the health or safety of an ordinary Tenant which is not cause by Tenant, an occupant, a member of the Tenant's family, or a guest or invitee of Tenant; (4) a condition in the following items which is not caused by Tenant or Tenant's negligence – heating and air conditioning systems, water heaters or water penetration from structural defects.

\*Tenant responsibilities: (1) a condition caused by Tenant, an occupant, a member of Tenant's family, or guest or invitee of Tenant (a failure to timely report an item in need of repair or the failure to properly maintain an item may cause damage for which Tenant may be responsible); (2) damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively service the Property; (3) damage to doors, windows, or screens; and (4) damage from windows or doors left open.

Trip Charges: If Landlord or Landlord's agents have made prior arrangements with Tenant to access the Property and are denied or are not able to access the Property because of Tenant's failure to make the Property accessible, Landlord may charge Tenant a trip charge equaling the amount charged by the professional company that was inconvenienced.

Without limiting the generality of the foregoing, the Tenant shall:

- (a) Not obstruct the driveways, sidewalks, courts, entryways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- (c) Supply and change heating and air conditioning filters monthly, keeping filters clean and free from dirt;
- (d) Supply and replace all light bulbs, fluorescent tubes, and batteries for smoke detectors, carbon monoxide detectors, garage door openers, ceiling fan remotes, and other devices (of the same type and quality that are in the Property on commencement date);
- (e) Take all necessary precautions to prevent broken water pipes due to freezing or other causes;
- (f) Not obstruct or cover the windows or doors;
- (g) Not leave windows or door in an open position during any inclement weather;
- (h) Not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- (i) Not cause or permit any locks or books to be placed upon any door or window without the prior written consent of Landlord;
- (j) Keep all lavatories, sinks, toilets and all other water an plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes, or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- (k) Deposit all trash, garbage, rubbish or refuse in the locations provided and shall not allow any of the above mentioned to be deposited or permitted to stand on the exterior of any building or within the common elements.

\* \_\_\_\_\_ Tenant Initial



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11. ALTERATIONS/IMPROVEMENTS

Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of the Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of the Landlord and remain on the Premises at the expiration or earlier termination of this Lease Agreement. – **NO SATELLITES ARE PERMITTED!**

12. UTILITIES

Tenant shall be responsible for arranging for and paying for all utility services required on the Premises including any and all deposits that may be required. Unless provided by Landlord, Tenant must, at a minimum, keep the following utilities on, if available, at all times this Agreement is in effect: gas, electricity, water, wastewater/sewage, and garbage services. **If the tenant vacates the premises during their Lease term, they must keep all utilities (water/electricity/gas) in their name and in working order until the new tenant moves in or until the end of the original lease term, whichever comes first.**

\*Except the following which Landlord will pay, if any – [NONE]

\* \_\_\_\_\_ Tenant Initial

13. LAWN CARE/MAINTENANCE

"Yard" means all lawns, shrubbery, bushes, flowers, trees, rocks or other landscaping, and other foliage on or encroaching on the Property or on any easement appurtenant to the Property.

"Maintain the yard" means that Tenant will perform activities such as, but not limited to: (1) mowing, fertilizing, and trimming the yard; (2) controlling pests in the yard; and (3) removing debris from the yard.

Unless prohibited by ordinance or other law, Tenant will water the yard at reasonable and appropriate times in respect with water restrictions/guidelines for the area.

\*Except the following which Landlord will pay, if any – [Landlord responsible for ALL yard maintenance]

\* \_\_\_\_\_ Tenant Initial

14. ACCESS BY LANDLORD

Landlord and Landlord's agents shall have the right at all reasonable times, and by all reasonable means, without notice, during the term of this Lease Agreement and any renewal thereof to enter the Premises for the following purposes:

-Inspect the Property for condition; Make repairs; Show the Property to prospective Tenants, prospective purchasers, inspectors, fire marshals, lenders, appraisers, or insurance agents; Exercise a contractual or statutory lien; Leave written notice; Seize nonexempt property after default.

Landlord may display "For Sale/Lease" or similarly worded sign on the Property during the term of this Lease or any renewal period.

15. ANIMALS

There will be no animals. Unless authorized by a separate written Pet Addendum to this Lease Agreement along with a non-refundable \$125.00 pet fee per pet, and an additional monthly pet rent of \$25.00/month per pet to be added to the regular monthly rental amount. The Tenant shall not permit any animal, including mammals, reptiles, birds, fish, rodents, or insects on the property, even temporarily. If Tenant violates the pet restrictions of this Lease, Tenant will pay to Landlord a penalty of \$250.00 per animal and an additional fee of \$10.00 per day per animal for each day the Tenant violates this restriction. Landlord may remove or cause to be removed any unauthorized animal and deliver it to appropriate local authorities. Landlord will not be liable for any harm, injury, death, or sickness to any unauthorized animal. Tenant is responsible and liable for any damage or required cleaning to the Property caused by any animal and for all costs Landlord may incur in cleaning the Property, removing or causing any unauthorized animal to be removed.

16. QUIET ENJOYMENT

Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observations of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

- (a) Tenant's family and guests shall at all times maintain order in the Property and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- (b) Keep all radios, television sets, stereos, etc., turned down to a level of sound that does not annoy or interfere with other residents.



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17. SUBORDINATION OF LEASE

This Texas Lease Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

18. DEFAULT

If Landlord breaches this Lease, Tenant may seek any relief provided by law. If Tenant fails to comply with any of the material provisions of this Lease Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Lease Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Lease Agreement.

19. ABANDONMENT

If at any time during the term of this Lease Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Lease Agreement during the balance of the unexpired term, if this Lease Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

20. INDEMNIFICATION

Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold harmless from any and all claims or assertions of every kind and nature.

21. WATERBEDS

There will be no waterbeds.

22. HAZARDOUS MATERIALS

Tenant will not keep on Property any item of a dangerous, flammable or explosive character that might unreasonable increase the danger of fire or explosion on the Property or that might be considered hazardous or extra hazardous by any responsible insurance company.

23. ATTORNEY'S FEES

Should it become necessary for Landlord's to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorney's fee.

24. RECORDING OF TEXAS LEASE AGREEMENT

Tenant shall not record this Texas Lease Agreement on the Public Records of any public office. In the event that Tenant shall record this Texas Lease Agreement, this Texas Lease Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

25. GOVERNING LAW

This Texas Lease Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Texas.

26. SEVERABILITY

If any provision of this Lease Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

27. BINDING EFFECT

The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

28. DESCRIPTIVE HEADINGS

The descriptive headings used herein are for convenience of reference only and they are not intended to have any affect whatsoever in determining the rights or obligation of the Landlord or Tenant.

29. CONSTRUCTION

The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

30. NON-WAIVER

No delay, indulgence, waiver, non-enforcement, election or non-election by Landlord under this Texas Lease Agreement will be deemed to be a waiver of any other breach by Tenant, nor shall it affect Tenant's duties, obligations, and liabilities hereunder.

31. MEGAN'S LAW DISCLOSURE

The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain areas (see [www.txdps.state.tx.us](http://www.txdps.state.tx.us) under services). For more information concerning past criminal activity in certain areas, contact the local department.

32. MODIFICATION

The parties hereby agree that this document contains the entire agreement between the parties and this Texas Lease Agreement shall not be modified, changed, altered or amended in any way except through written amendment signed by all of the parties hereto.

33. NOTICE

Any notice required or permitted under this Lease or under state law shall be delivered to Tenant at the Property address, and to Landlord at the following address:  
P.O. Box 6853, McKinney, Texas 75071

34. LEAD-BASED PAINT DISCLOSURE:

If the premises were constructed prior to 1978 Tenant acknowledges receipt of the form entitled "Lead-Based Paint Disclosure" which contains disclosure of information on lead-based based paint and/or lead-based paint hazards.



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**Smoke-Free Property Agreement/Addendum**

Tenant acknowledges that all interior areas of the property listed above have been designated as a smoke-free living environment. Additionally, all family, friends, visitors and/or guests of Tenant shall not smoke inside. Smoking is only permitted outside of the leased property. All remnants of smoking, i.e. cigarette butts, cigar ends, etc.. must be cleaned and picked up immediately and discarded properly.

The purpose of this policy is to mitigate the increased maintenance, cleaning and redecorating costs associated with smoke; the increased risk of fire from smoking and the costs of fire insurance for properties where smoking is permitted.

Should smoking take place in the property, the Tenant will be held fully responsible and liable for all costs Green Mailbox Group may incur due to damage or required cleaning of the property as a result of smoking inside the property. Repeat offenders will be considered in breach of contract, and Landlord may terminate Lease Agreement and informing tenants to vacate the premises.

I acknowledge by the signature below that I will maintain the property as a smoke free environment and agree to all terms.

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

**EMERGENCY INFORMATION:**

In the event of Emergency – Landlord may permit the person named below to access the Property at reasonable times in Landlord’s or Landlord’s agent’s presence; permit the named person to remove Tenant’s personal property; and refund the security deposit, less deductions, to the named person.

Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**LANDLORDS**

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Tommy Dean Nichols Jr. or Hillary Nichols

**TENANT**

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_