CHELSEA WINGARDH

281.610.3719
HELLO@CHELSEA-REALTOR.COM
1705 WEST GRAY #200
HOUSTON, TX 77019

SCAN TO SAVE CONTACT INFO

Better Homes and Gardens. REAL ESTATE | GARY GREENE

LEASING PROCESS 101:

WHAT CAN YOU AFFORD IN RENT?

• Most landlords and property managers are looking for total income to match or exceed 3x rent.
• If you make $6000/mo, you can expect to be qualified for up to $2000 rent/mo.

WHAT ARE THE UPFRONT COSTS IN LEASING?

• Have ready 2x the rent amount + application fees.
• Application fees range so expect about a $50 application fee per adult occupying the home. This fee is typically just to cover background and credit checks.
• Deposit is due when you sign the lease and usually payable by cashier's check or money order. Deposit is normally equal to one month's rent.
• The first full month's rent is due at move-in or key swap (never pay rent without receiving a key.) If you are moving in on any day other than the 1st of the month, you will pay the prorated rent amount at the following first of the month.
• If you move into a $2000/mo house on 4/15, you will pay the full $2000 rent at move-in. On May 1, you will pay the $1000 April prorated amount.

CREDIT & BACKGROUND CHECKS

• Expect your credit and criminal background to be checked.
• If you know you are going to run into issues with either, be up front and honest about it! Explain your situation and circumstances with the goal of showing the landlord why this incidence does NOT speak to you today and should be ignored. I find when tenants are upfront about blemishes on credit/background, landlords are more receptive.
• Low credit scores can often be worked around by offering current positive credit references from utility companies and/or a letter from your bank or current credit accounts assuring that you have not been delinquent in the past 12 mos if possible. If you have positive recent rental history you should ask for a reference letter on your behalf. You can also ask for character references from employers.
• You may also offer (and some landlords may require) an additional deposit amount to prove earnestness if your credit and background checks are not ideal.
• Landlords and property managers are only trying to put together a story about you. If you don't like the story that your credit and criminal history reflect, take charge of the story.

HOW SOON IS TOO SOON TO LOOK?

• If you're familiar with the area and you are waiting to complete a lease currently, do not start looking for more than 45 days out from your ideal move-in.
• Regardless of what the actual DOM (days on market) is in your area, landlords are hoping not to be vacant for any longer than the next 1st of the month at the very latest.
• If you are looking too far out and fall in love with what you see--it's likely that home will already be off the market when you are ready. Landlords may not outright deny you if you otherwise qualify, they may tell you that your application is under consideration and will remain so until closer to your projected move-in date because the landlord is hoping for a tenant to move in (read: pay rent) sooner.
• If you are unfamiliar with the area you are looking to rent in, it can be a good idea to take a look at what is on the market even if your move-in date is far out. This can provide an opportunity to see how far your dollar stretches in each area as welll as which updates/features/amenities can be reasonably expected. Just remember not to fall in love with what you see yet!

HOW QUICK CAN YOU MOVE IN TO A HOUSE?

• Weyllll, how quick can you decide on the one you want to move into?! :)
• My quickest turn around is 36 hours. Quicker is possible.
• The majority of homes on the rental market are vacant and ready for occupancy immediately.
• Dependent upon any cleaning or repair requests made.

HOW WILL YOU KNOW WHEN YOU FOUND THE ONE?

• Will it be checking off 3 out of 5 needs?
• Is location your top concern?
• Price/sqft?
• Backyard space?
• Roomate/partner approval?
• A feeling that you can't explain, but you can recognize in yourself?
• Start thinking about how you will KNOW, so that when you find it--you don't miss out because you waited too long to be certain.

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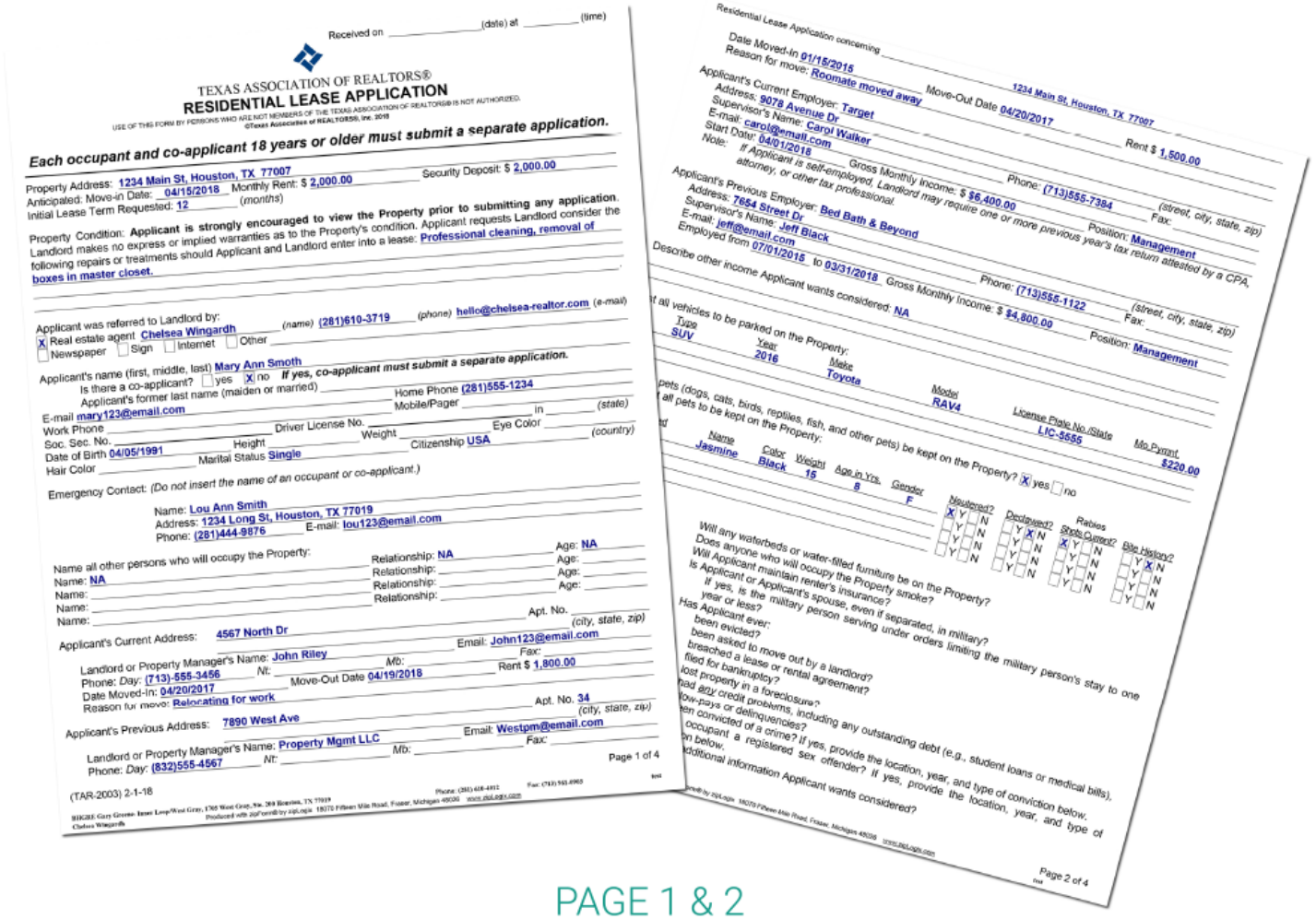
THE LEASE APPLICATION



TEXAS ASSOCIATION OF REALTORS®
RESIDENTIAL LEASE APPLICATION

Each occupant and co-applicant 18 years or older must submit a separate application.

Property Address: 1234 Main St, Houston, TX 77007 Security Deposit: $ 2,000.00
Anticipated Move-in Date: 04/15/2018 Monthly Rent: $ 2,000.00
Initial Lease Term Requested: 12 (months)

Property Condition: **Applicant is strongly encouraged to view the Property prior to submitting any application.** Landlord makes no express or implied warranties as to the Property's condition. Applicant requests Landlord consider the following repairs or treatments should Applicant and Landlord enter into a lease: Professional cleaning, removal of boxes in master closet.

Applicant was referred to Landlord by:
X Real estate agent Chelsea Wingardh (name) (281)610-3719 (phone) hello@chelsea-realtor.com (e-mail)
Newspaper Sign Internet Other

Applicant's name (first, middle, last) Mary Ann Smoth
Is there a co-applicant? yes X no ***If yes, co-applicant must submit a separate application.***
Applicant's former last name (maiden or married)
E-mail mary123@email.com Home Phone (281)555-1234
Work Phone Mobile/Pager
Soc. Sec. No. Driver License No. in (state)
Date of Birth 04/05/1991 Height Weight Eye Color
Hair Color Marital Status Single Citizenship USA (country)

Emergency Contact: *(Do not insert the name of an occupant or co-applicant.)*
Name: Lou Ann Smith
Address: 1234 Long St, Houston, TX 77019
Phone: (281)444-9876 E-mail: lou123@email.com

Name all other persons who will occupy the Property:
Name: NA Relationship: NA Age: NA
Name: Relationship: Age:
Name: Relationship: Age:
Name: Relationship: Age:

Applicant's Current Address: 4567 North Dr Apt. No. (city, state, zip)
Landlord or Property Manager's Name: John Riley Email: John123@email.com
Phone: Day: (713)-555-3456 Nt: Mb: Fax:
Date Moved-in: 04/20/2017 Move-Out Date 04/19/2018 Rent $ 1,800.00
Reason for move: Relocating for work

Applicant's Previous Address: 7890 West Ave Apt. No. 34 (city, state, zip)
Landlord or Property Manager's Name: Property Mgmt LLC Email: Westpm@email.com
Phone: Day: (832)555-4567 Nt: Mb: Fax:

(TAR-2003) 2-1-18 Page 1 of 4

Residential Lease Application concerning 1234 Main St, Houston, TX 77007

Date Moved-in 01/15/2015 Move-Out Date 04/20/2017 Rent $ 1,500.00
Reason for move: Roomate moved away

Applicant's Current Employer: Target Phone: (713)555-7384
Address: 9078 Avenue Dr (street, city, state, zip) Fax:
Supervisor's Name: Carol Walker Position: Management
E-mail: carol@email.com
Start Date: 04/01/2018 Gross Monthly Income: $ $6,400.00
Note: *If Applicant is self-employed, Landlord may require one or more previous year's tax return attested by a CPA, attorney, or other tax professional.*

Applicant's Previous Employer: Bed Bath & Beyond Phone: (713)555-1122
Address: 7654 Street Dr (street, city, state, zip) Fax:
Supervisor's Name: Jeff Black Position: Management
E-mail: jeff@email.com
Employed from 07/01/2015 to 03/31/2018 Gross Monthly Income: $ $4,800.00

Describe other income Applicant wants considered: NA

t all vehicles to be parked on the Property:

Type	Year	Make	Model	License Plate No./State	Mo Pymnt
SUV	2016	Toyota	RAV4	LIC-5555	$220.00

pets (dogs, cats, birds, reptiles, fish, and other pets) be kept on the Property? X yes no
all pets to be kept on the Property:

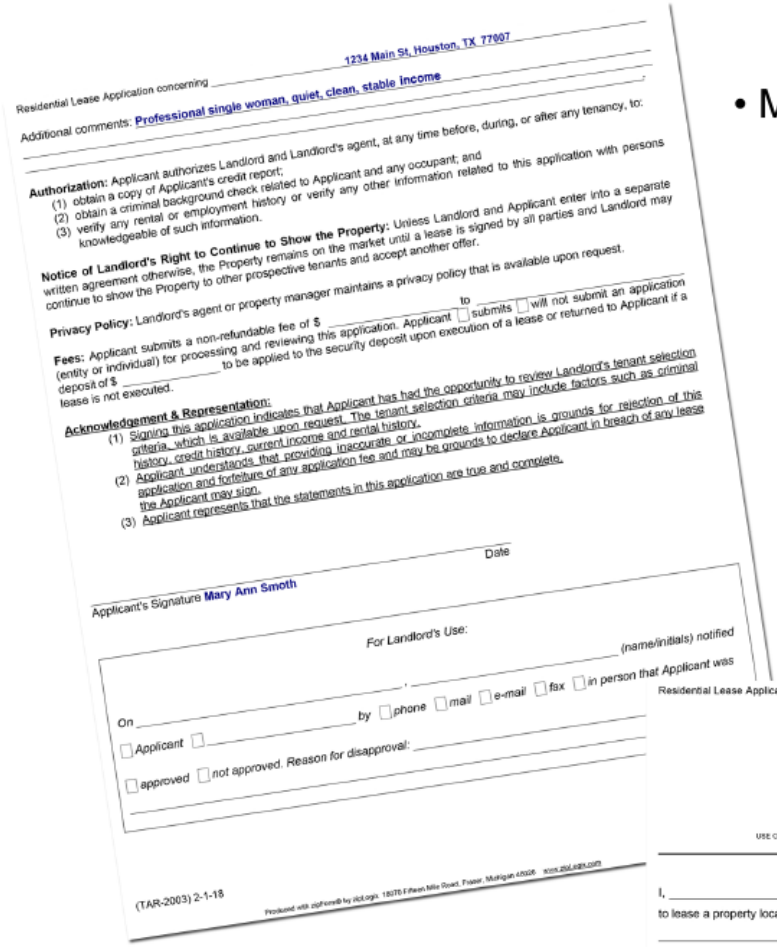
Name	Color	Weight	Age in Yrs.	Gender	Neutered?	Declawed?	Rabies Shots Current?	Bite History?
Jasmine	Black	15	8	F	X Y N	X Y N	X Y N	Y X N
					Y N	Y N	Y N	Y N
					Y N	Y N	Y N	Y N
					Y N	Y N	Y N	Y N

Will any waterbeds or water-filled furniture be on the Property?
Does anyone who will occupy the Property smoke?
Will Applicant maintain renter's insurance?
Is Applicant or Applicant's spouse, even if separated, in military?
If yes, is the military person serving under orders limiting the military person's stay to one year or less?
Has Applicant ever:
been evicted?
been asked to move out by a landlord?
breached a lease or rental agreement?
filed for bankruptcy?
lost property in a foreclosure?
had any credit problems, including any outstanding debt (e.g., student loans or medical bills), now pays or delinquencies?
been convicted of a crime? If yes, provide the location, year, and type of conviction below.
occupant a registered sex offender? If yes, provide the location, year, and type of
on below.
dditional information Applicant wants considered?

Page 2 of 4

PAGE 1 & 2

- Basic & personal information requested.
- Fill out as completely as possible.
- DL & SSC also submitted with app, so OK to leave out that information unless otherwise directed.



Residential Lease Application concerning 1234 Main St, Houston, TX 77007

Additional comments: Professional single woman, quiet, clean, stable income

Authorization: Applicant authorizes Landlord and Landlord's agent, at any time before, during, or after any tenancy, to:
(1) obtain a copy of Applicant's credit report;
(2) obtain a criminal background check related to Applicant and any occupant; and
(3) verify any rental or employment history or verify any other information related to this application with persons knowledgeable of such information.

Notice of Landlord's Right to Continue to Show the Property: Unless Landlord and Applicant enter into a separate written agreement otherwise, the Property remains on the market until a lease is signed by all parties and Landlord may continue to show the Property to other prospective tenants and accept another offer.

Privacy Policy: Landlord's agent or property manager maintains a privacy policy that is available upon request.

Fees: Applicant submits a non-refundable fee of $ _____ to _____ (entity or individual) for processing and reviewing this application. Applicant ☐ submits ☐ will not submit an application deposit of $ _____ to be applied to the security deposit upon execution of a lease or returned to Applicant if a lease is not executed.

Acknowledgement & Representation:
(1) Signing this application indicates that Applicant has had the opportunity to review Landlord's tenant selection criteria, which is available upon request. The tenant selection criteria may include factors such as criminal history, credit history, current income and rental history.
(2) Applicant understands that providing inaccurate or incomplete information is grounds for rejection of this application and forfeiture of any application fee and may be grounds to declare Applicant in breach of any lease the Applicant may sign.
(3) Applicant represents that the statements in this application are true and complete.

Applicant's Signature Mary Ann Smoth Date

For Landlord's Use:

On _____, _____ (name/initials) notified Applicant ☐ by ☐ phone ☐ mail ☐ e-mail ☐ fax ☐ in person that Applicant was ☐ approved ☐ not approved. Reason for disapproval: _____

(TAR-2003) 2-1-18

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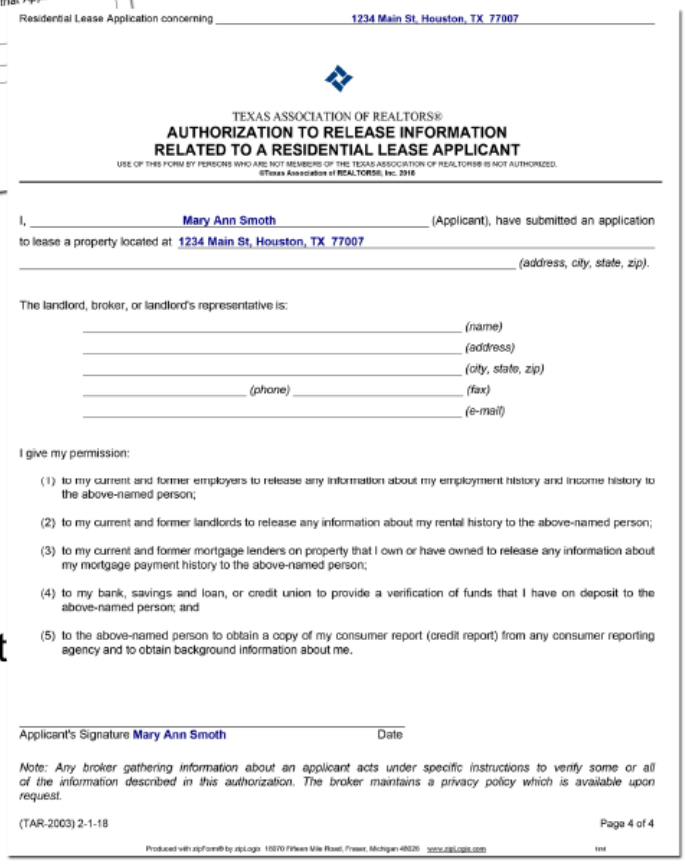
PAGE 3

- Make sure to sign!



Residential Lease Application concerning 1234 Main St, Houston, TX 77007

TEXAS ASSOCIATION OF REALTORS®

AUTHORIZATION TO RELEASE INFORMATION RELATED TO A RESIDENTIAL LEASE APPLICANT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2018

I, Mary Ann Smoth (Applicant), have submitted an application to lease a property located at 1234 Main St, Houston, TX 77007 *(address, city, state, zip)*.

The landlord, broker, or landlord's representative is:

_____ *(name)*
_____ *(address)*
_____ *(city, state, zip)*
_____ *(phone)* _____ *(fax)*
_____ *(e-mail)*

I give my permission:

(1) to my current and former employers to release any information about my employment history and income history to the above-named person;

(2) to my current and former landlords to release any information about my rental history to the above-named person;

(3) to my current and former mortgage lenders on property that I own or have owned to release any information about my mortgage payment history to the above-named person;

(4) to my bank, savings and loan, or credit union to provide a verification of funds that I have on deposit to the above-named person; and

(5) to the above-named person to obtain a copy of my consumer report (credit report) from any consumer reporting agency and to obtain background information about me.

Applicant's Signature Mary Ann Smoth Date

Note: Any broker gathering information about an applicant acts under specific instructions to verify some or all of the information described in this authorization. The broker maintains a privacy policy which is available upon request.

(TAR-2003) 2-1-18 Page 4 of 4

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PAGE 4

- In the event the landlord needs to confirm any information with current or former employers, banks, etc., this form permits that action.

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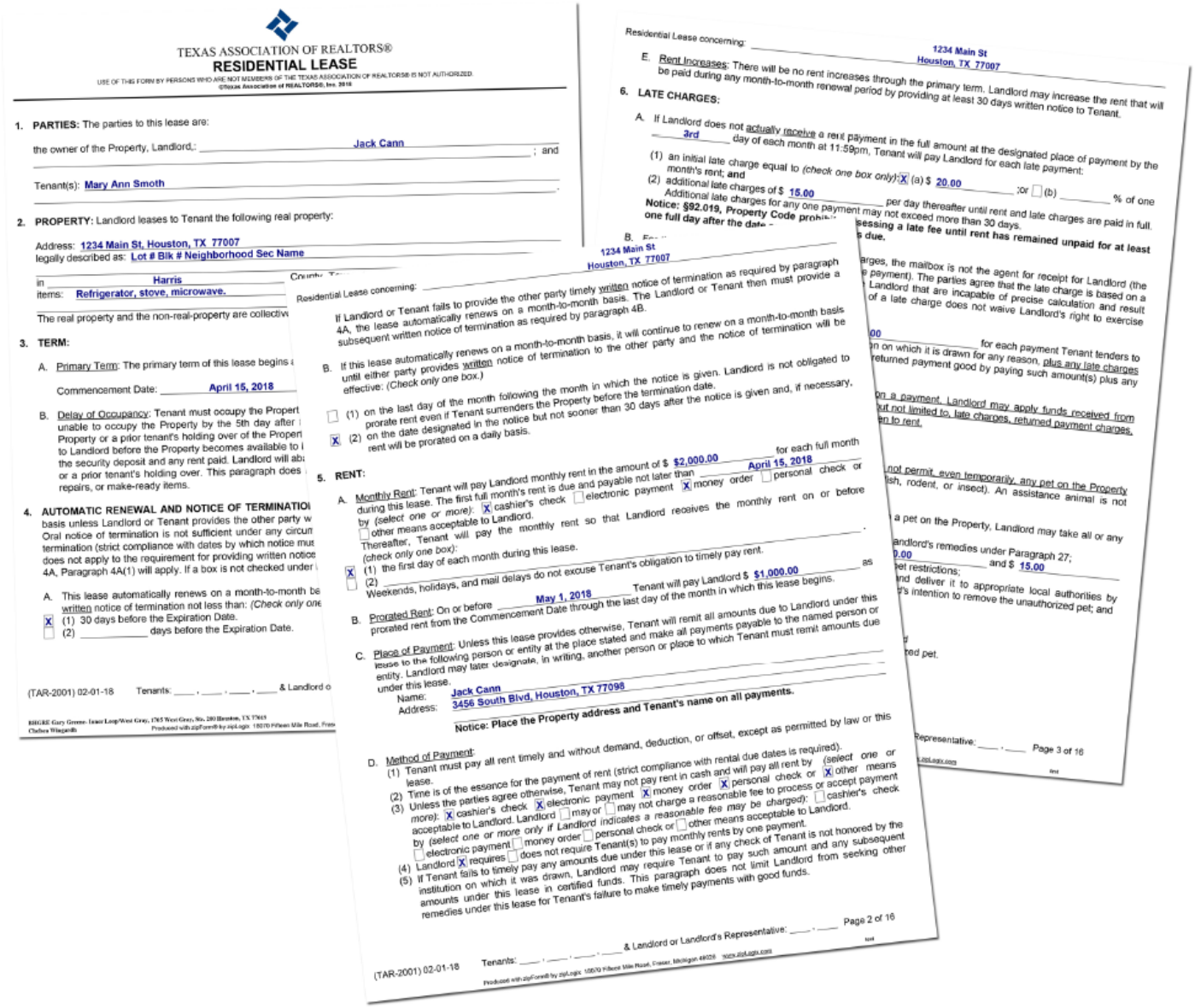
THE LEASE



TEXAS ASSOCIATION OF REALTORS®
RESIDENTIAL LEASE

1. **PARTIES:** The parties to this lease are:
the owner of the Property, Landlord,: Jack Cann ; and
Tenant(s): Mary Ann Smoth .

2. **PROPERTY:** Landlord leases to Tenant the following real property:
Address: 1234 Main St, Houston, TX 77007
legally described as: Lot # Blk # Neighborhood Sec Name
in Harris County, T
items: Refrigerator, stove, microwave.
The real property and the non-real-property are collectiv

3. **TERM:**
A. Primary Term: The primary term of this lease begins
Commencement Date: April 15, 2018
B. Delay of Occupancy: Tenant must occupy the Propert
unable to occupy the Property by the 5th day after
Property or a prior tenant's holding over of the Proper
to Landlord before the Property becomes available to
the security deposit and any rent paid. Landlord will ab
or a prior tenant's holding over. This paragraph does
repairs, or make-ready items.

4. **AUTOMATIC RENEWAL AND NOTICE OF TERMINATIO**
basis unless Landlord or Tenant provides the other party w
Oral notice of termination is not sufficient under any circum
termination (strict compliance with dates by which notice mus
does not apply to the requirement for providing written notice
4A, Paragraph 4A(1) will apply. If a box is not checked under
A. This lease automatically renews on a month-to-month be
written notice of termination not less than: (Check only one
[X] (1) 30 days before the Expiration Date.
[ ] (2) _____ days before the Expiration Date.

(TAR-2001) 02-01-18 Tenants: ____, ____, ____, ____ & Landlord o

Residential Lease concerning: 1234 Main St, Houston, TX 77007

If Landlord or Tenant fails to provide the other party timely written notice of termination as required by paragraph 4A, the lease automatically renews on a month-to-month basis. The Landlord or Tenant then must provide a subsequent written notice of termination as required by paragraph 4B.

B. If this lease automatically renews on a month-to-month basis, it will continue to renew on a month-to-month basis until either party provides written notice of termination to the other party and the notice of termination will be effective: (Check only one box.)
[ ] (1) on the last day of the month following the month in which the notice is given. Landlord is not obligated to prorate rent even if Tenant surrenders the Property before the termination date.
[X] (2) on the date designated in the notice but not sooner than 30 days after the notice is given and, if necessary, rent will be prorated on a daily basis.

5. **RENT:**
A. Monthly Rent: Tenant will pay Landlord monthly rent in the amount of $ $2,000.00 for each full month during this lease. The first full month's rent is due and payable not later than April 15, 2018 by (select one or more): [X] cashier's check [ ] electronic payment [X] money order [ ] personal check or [ ] other means acceptable to Landlord.
Thereafter, Tenant will pay the monthly rent so that Landlord receives the monthly rent on or before _____. (check only one box):
[X] (1) the first day of each month during this lease.
[ ] (2) _____
Weekends, holidays, and mail delays do not excuse Tenant's obligation to timely pay rent.
B. Prorated Rent: On or before May 1, 2018 Tenant will pay Landlord $ $1,000.00 as prorated rent from the Commencement Date through the last day of the month in which this lease begins.
C. Place of Payment: Unless this lease provides otherwise, Tenant will remit all amounts due to Landlord under this lease to the following person or entity at the place stated and make all payments payable to the named person or entity. Landlord may later designate, in writing, another person or place to which Tenant must remit amounts due under this lease.
Name: Jack Cann
Address: 3456 South Blvd, Houston, TX 77098
Notice: Place the Property address and Tenant's name on all payments.
D. Method of Payment:
(1) Tenant must pay all rent timely and without demand, deduction, or offset, except as permitted by law or this lease.
(2) Time is of the essence for the payment of rent (strict compliance with rental due dates is required).
(3) Unless the parties agree otherwise, Tenant may not pay rent in cash and will pay all rent by (select one or more): [X] cashier's check [X] electronic payment [X] money order [X] personal check or [X] other means acceptable to Landlord. Landlord [ ] may or [ ] may not charge a reasonable fee to process or accept payment by (select one or more) only if Landlord indicates a reasonable fee may be charged): [ ] cashier's check [ ] electronic payment [ ] money order [ ] personal check or [ ] other means acceptable to Landlord.
(4) Landlord [X] requires [ ] does not require Tenant(s) to pay monthly rents by one payment.
(5) If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is not honored by the institution on which it was drawn, Landlord may require Tenant to pay such amount and any subsequent amounts under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.

(TAR-2001) 02-01-18 Tenants: ____, ____, ____, ____ & Landlord or Landlord's Representative: ____, ____ Page 2 of 16

Residential Lease concerning: 1234 Main St, Houston, TX 77007

E. Rent Increases: There will be no rent increases through the primary term. Landlord may increase the rent that will be paid during any month-to-month renewal period by providing at least 30 days written notice to Tenant.

6. **LATE CHARGES:**
A. If Landlord does not actually receive a rent payment in the full amount at the designated place of payment by the 3rd day of each month at 11:59pm, Tenant will pay Landlord for each late payment:
(1) an initial late charge equal to (check one box only): [X] (a) $ 20.00 ; or [ ] (b) _____ % of one month's rent; and
(2) additional late charges of $ 15.00 per day thereafter until rent and late charges are paid in full.
Additional late charges for any one payment may not exceed more than 30 days.
Notice: §92.019, Property Code prohibits assessing a late fee until rent has remained unpaid for at least one full day after the date due.

B. Fe

arges, the mailbox is not the agent for receipt for Landlord (the e payment). The parties agree that the late charge is based on a Landlord that are incapable of precise calculation and result of a late charge does not waive Landlord's right to exercise

00 for each payment Tenant tenders to n on which it is drawn for any reason, plus any late charges returned payment good by paying such amount(s) plus any

on a payment. Landlord may apply funds received from ut not limited to, late charges, returned payment charges, en to rent.

not permit, even temporarily, any pet on the Property sh, rodent, or insect). An assistance animal is not

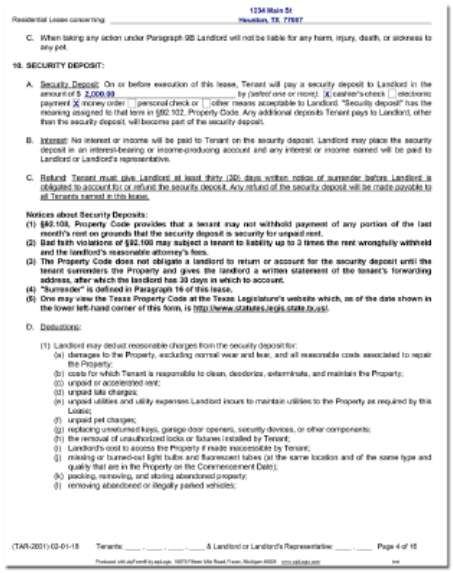
a pet on the Property, Landlord may take all or any andlord's remedies under Paragraph 27;
0.00 and $ 15.00
et restrictions;
nd deliver it to appropriate local authorities by 's intention to remove the unauthorized pet; and

red pet.

Representative: ____, ____ Page 3 of 16

PAGES 1-3

- Lease term, lease amount, late fees, and methods of payment established.



C. When taking any action under Paragraph 9B Landlord will not be liable for any harm, injury, death, or sickness to any pet.

10. SECURITY DEPOSIT:

A. Security Deposit: On or before execution of this lease, Tenant will pay a security deposit to Landlord in the amount of $ 2,000.99 by (select one or more): [X] cashier's check [ ] electronic payment [X] money order [ ] personal check or [ ] other means acceptable to Landlord. "Security deposit" has the meaning assigned to that term in §92.102, Property Code. Any additional deposits Tenant pays to Landlord, other than the security deposit, will become part of the security deposit.

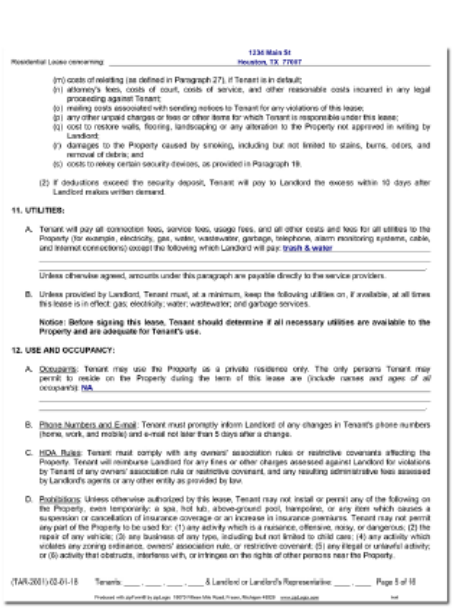
B. Interest: No interest or income will be paid to Tenant on the security deposit. Landlord may place the security deposit in an interest-bearing or income-producing account and any interest or income earned will be paid to Landlord or Landlord's representative.

C. Refund: Tenant must give Landlord at least thirty (30) days written notice of surrender before Landlord is obligated to account for or refund the security deposit. Any refund of the security deposit will be made payable to all Tenants named in this lease.

Notices about Security Deposits:
(1) §92.108, Property Code provides that a tenant may not withhold payment of any portion of the last month's rent on grounds that the security deposit is security for unpaid rent.
(2) Bad faith violations of §92.109 may subject a tenant to liability up to 3 times the rent wrongfully withheld and the landlord's reasonable attorney's fees.
(3) The Property Code does not obligate a landlord to return or account for the security deposit until the tenant surrenders the Property and gives the landlord a written statement of the tenant's forwarding address, after which the landlord has 30 days in which to account.
(4) "Surrender" is defined in Paragraph 16 of this lease.
(5) One may view the Texas Property Code at the Texas Legislature's website which, as of the date shown in the lower left-hand corner of this form, is http://www.statutes.legis.state.tx.us/.

D. Deductions:

(1) Landlord may deduct reasonable charges from the security deposit for:
(a) damages to the Property, excluding normal wear and tear, and all reasonable costs associated to repair the Property;
(b) costs for which Tenant is responsible to clean, deodorize, exterminate, and maintain the Property;
(c) unpaid or accelerated rent;
(d) unpaid late charges;
(e) unpaid utilities and utility expenses Landlord incurs to maintain utilities to the Property as required by this Lease;
(f) unpaid pet charges;
(g) replacing unreturned keys, garage door openers, security devices, or other components;
(h) the removal of unauthorized locks or fixtures installed by Tenant;
(i) Landlord's cost to access the Property if inside inaccessible by Tenant;
(j) missing or burned-out light bulbs and fluorescent tubes (at the same location and of the same type and quality that are in the Property on the Commencement Date);
(k) packing, removing, and storing abandoned property;
(l) removing abandoned or illegally parked vehicles;



(m) costs of reletting (as defined in Paragraph 27), if Tenant is in default;
(n) attorney's fees, costs of court, costs of service, and other reasonable costs incurred in any legal proceeding against Tenant;
(o) mailing costs associated with sending notices to Tenant for any violations of this lease;
(p) any other unpaid charges or fees or other items for which Tenant is responsible under this lease;
(q) cost to restore walls, flooring, landscaping or any alteration to the Property not approved in writing by Landlord;
(r) damages to the Property caused by smoking, including but not limited to stains, burns, odors, and removal of debris; and
(s) costs to rekey certain security devices, as provided in Paragraph 19.

(2) If deductions exceed the security deposit, Tenant will pay to Landlord the excess within 10 days after Landlord makes written demand.

11. UTILITIES:

A. Tenant will pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Property (for example, electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, cable, and Internet connections) except the following which Landlord will pay: trash & water

Unless otherwise agreed, amounts under this paragraph are payable directly to the service providers.

B. Unless provided by Landlord, Tenant must, at a minimum, keep the following utilities on, if available, at all times this lease is in effect: gas; electricity; water; wastewater; and garbage services.

Notice: Before signing this lease, Tenant should determine if all necessary utilities are available to the Property and are adequate for Tenant's use.

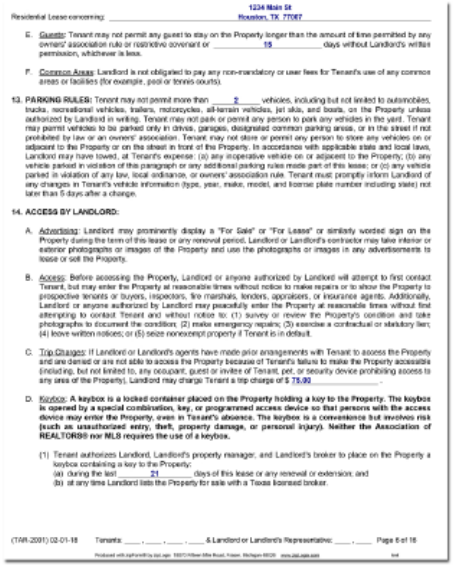
12. USE AND OCCUPANCY:

A. Occupants: Tenant may use the Property as a private residence only. The only persons Tenant may permit to reside on the Property during the term of this lease are (include names and ages of all occupants): NA

B. Phone Numbers and E-mail: Tenant must promptly inform Landlord of any changes in Tenant's phone numbers (home, work, and mobile) and e-mail not later than 5 days after a change.

C. HOA Rules: Tenant must comply with any owners' association rules or restrictive covenants affecting the Property. Tenant will reimburse Landlord for any fines or other charges assessed against Landlord for violations by Tenant of any owners' association rule or restrictive covenant, and any resulting administrative fees assessed by Landlord's agents or any other entity as provided by law.

D. Prohibitions: Unless otherwise authorized by this lease, 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. Tenant may not permit any part of the Property to be used for: (1) any activity which is a nuisance, offensive, noisy, or dangerous; (2) the repair of any vehicle; (3) any business of any type, including but not limited to child care; (4) any activity which violates any zoning ordinance, owners' association rule, or restrictive covenant; (5) any illegal or unlawful activity; or (6) activity that obstructs, interferes with, or infringes on the rights of other persons near the Property.



E. Guests: Tenant may not permit any guest to stay on the Property longer than the amount of time permitted by any owners' association rule or restrictive covenant or 15 days without Landlord's written permission, whichever is less.

F. Common Areas: Landlord is not obligated to pay any non-mandatory or user fees for Tenant's use of any common areas or facilities (for example, pool or tennis courts).

13. PARKING RULES: Tenant may not permit more than 2 vehicles, including but not limited to automobiles, trucks, recreational vehicles, trailers, motorcycles, all-terrain vehicles, jet skis, and boats, on the Property unless authorized by Landlord in writing. Tenant may not park or permit any person to park any vehicles in the yard. Tenant may permit vehicles to be parked only in drives, garages, designated common parking areas, or in the street if not prohibited by law or an owners' association. Tenant may not store or permit any person to store any vehicles on or adjacent to the Property or on the street in front of the Property. In accordance with applicable state and local laws, Landlord may have towed, at Tenant's expense: (a) any inoperative vehicle on or adjacent to the Property; (b) any vehicle parked in violation of this paragraph or any additional parking rules made part of this lease; or (c) any vehicle parked in violation of any law, local ordinance, or owners' association rule. Tenant must promptly inform Landlord of any changes in Tenant's vehicle information (type, year, make, model, and license plate number including state) not later than 5 days after a change.

14. ACCESS BY LANDLORD:

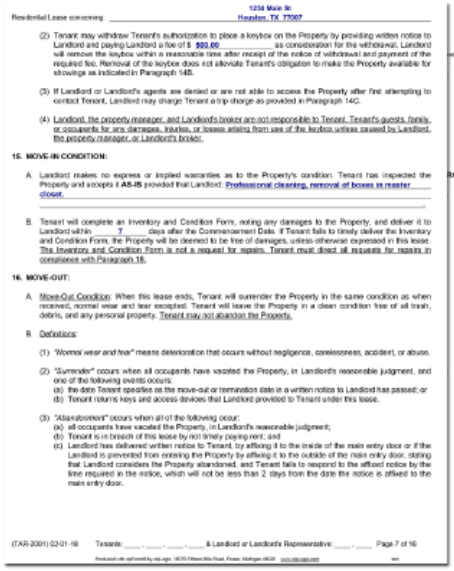
A. Advertising: Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Property during the term of this lease or any renewal period. Landlord or Landlord's contractor may take interior or exterior photographs or images of the Property and use the photographs or images in any advertisements to lease or sell the Property.

B. Access: Before accessing the Property, Landlord or anyone authorized by Landlord will attempt to first contact Tenant, but may enter the Property at reasonable times without notice to make repairs or to show the Property to prospective tenants or buyers, inspectors, fire marshals, lenders, appraisers, or insurance agents. Additionally, Landlord or anyone authorized by Landlord may peacefully enter the Property at reasonable times without first attempting to contact Tenant and without notice to: (1) survey or review the Property's condition and take photographs to document the condition; (2) make emergency repairs; (3) exercise a contractual or statutory lien; (4) leave written notices; or (5) seize nonexempt property if Tenant is in default.

C. 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 (including, but not limited to, any occupant, guest or invitee of Tenant, pet, or security device prohibiting access to any area of the Property), Landlord may charge Tenant a trip charge of $ 75.00.

D. Keybox: **A keybox is a locked container placed on the Property holding a key to the Property. The keybox is opened by a special combination, key, or programmed access device so that persons with the access device may enter the Property, even in Tenant's absence. The keybox is a convenience but involves risk (such as unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.**

(1) Tenant authorizes Landlord, Landlord's property manager, and Landlord's broker to place on the Property a keybox containing a key to the Property:
(a) during the last 21 days of this lease or any renewal or extension; and
(b) at any time Landlord lists the Property for sale with a Texas licensed broker.



(2) Tenant may withdraw Tenant's authorization to place a keybox on the Property by providing written notice to Landlord and paying Landlord a fee of $ 992.00 as consideration for the withdrawal. Landlord will remove the keybox within a reasonable time after receipt of the notice of withdrawal and payment of the required fee. Removal of the keybox does not alleviate Tenant's obligation to make the Property available for showings as indicated in Paragraph 14B.

(3) If Landlord or Landlord's agents are denied or are not able to access the Property after first attempting to contact Tenant, Landlord may charge Tenant a trip charge as provided in Paragraph 14C.

(4) Landlord, the property manager, and Landlord's broker are not responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses arising from use of the keybox unless caused by Landlord, the property manager, or Landlord's broker.

15. MOVE-IN CONDITION:

A. Landlord makes no express or implied warranties as to the Property's condition. Tenant has inspected the Property and accepts it **AS-IS** provided that Landlord: Professional cleaning, removal of boxes in master closet.

B. Tenant will complete an Inventory and Condition Form, noting any damages to the Property, and deliver it to Landlord within 7 days after the Commencement Date. If Tenant fails to timely deliver the Inventory and Condition Form, the Property will be deemed to be free of damages, unless otherwise expressed in this lease. The Inventory and Condition Form is not a request for repairs. Tenant must direct all requests for repairs in compliance with Paragraph 18.

16. MOVE-OUT:

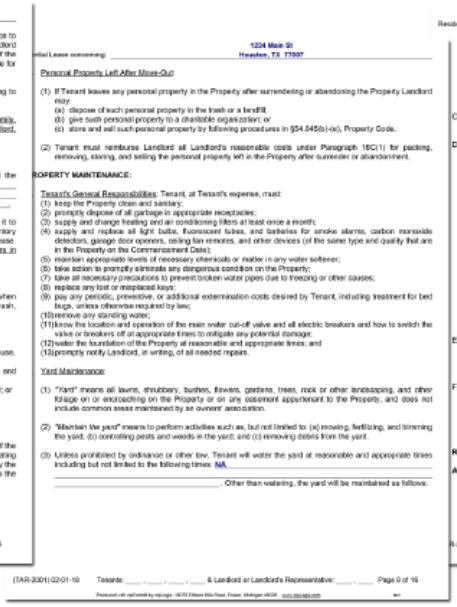
A. Move-Out Condition: When this lease ends, Tenant will surrender the Property in the same condition as when received, normal wear and tear excepted. Tenant will leave the Property in a clean condition free of all trash, debris, and any personal property. Tenant may not abandon the Property.

B. Definitions:

(1) *"Normal wear and tear"* means deterioration that occurs without negligence, carelessness, accident, or abuse.

(2) *"Surrender"* occurs when all occupants have vacated the Property, in Landlord's reasonable judgment, and one of the following events occurs:
(a) the date Tenant specifies as the move-out or termination date in a written notice to Landlord has passed; or
(b) Tenant returns keys and access devices that Landlord provided to Tenant under this lease.

(3) *"Abandonment"* occurs when all of the following occur:
(a) all occupants have vacated the Property, in Landlord's reasonable judgment;
(b) Tenant is in breach of this lease by not timely paying rent; and
(c) Landlord has delivered written notice to Tenant, by affixing it to the inside of the main entry door or if the Landlord is prevented from entering the Property by affixing it to the outside of the main entry door, stating that Landlord considers the Property abandoned, and Tenant fails to respond to the affixed notice by the time required in the notice, which will not be less than 2 days from the date the notice is affixed to the main entry door.



Personal Property Left After Move-Out

(1) If Tenant leaves any personal property in the Property after surrendering or abandoning the Property Landlord may:
(a) dispose of such personal property in the trash or a landfill;
(b) give such personal property to a charitable organization; or
(c) store and sell such personal property by following procedures in §54.045(b)-(e), Property Code.

(2) Tenant must reimburse Landlord all Landlord's reasonable costs under Paragraph 16C(1) for packing, removing, storing, and selling the personal property left in the Property after surrender or abandonment.

PROPERTY MAINTENANCE:

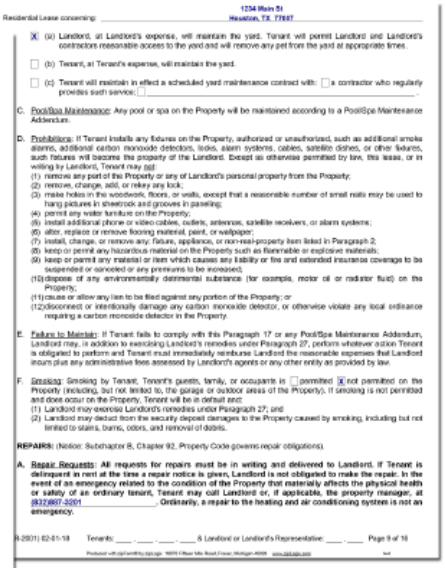
Tenant's General Responsibilities: Tenant, at Tenant's expense, must:
(1) keep the Property clean and sanitary;
(2) promptly dispose of all garbage in appropriate receptacles;
(3) supply and change heating and air conditioning filters at least once a month;
(4) supply and replace all light bulbs, fluorescent tubes, and batteries for smoke alarms, carbon monoxide detectors, garage door openers, ceiling fan remotes, and other devices (of the same type and quality that are in the Property on the Commencement Date);
(5) maintain appropriate levels of necessary chemicals or water in any water softener;
(6) take action to promptly eliminate any dangerous condition on the Property;
(7) take all necessary precautions to prevent broken water pipes due to freezing or other causes;
(8) replace any lost or misplaced keys;
(9) pay any periodic, preventive, or additional extermination costs desired by Tenant, including treatment for bed bugs, unless otherwise required by law;
(10) remove any standing water;
(11) know the location and operation of the main water cut-off valve and all electric breakers and how to switch the valve or breakers off at appropriate times to mitigate any potential damage;
(12) water the foundation of the Property at reasonable and appropriate times; and
(13) promptly notify Landlord, in writing, of all needed repairs.

Yard Maintenance:

(1) *"Yard"* means all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping, and other foliage on or encroaching on the Property or on any easement appurtenant to the Property, and does not include common areas maintained by an owners' association.

(2) *"Maintain the yard"* means to perform activities such as, but not limited to: (a) mowing, fertilizing, and trimming the yard; (b) controlling pests and weeds in the yard; and (c) removing debris from the yard.

(3) Unless prohibited by ordinance or other law, Tenant will water the yard at reasonable and appropriate times including but not limited to the following times: NA. Other than watering, the yard will be maintained as follows:



[X] (a) Landlord, at Landlord's expense, will maintain the yard. Tenant will permit Landlord and Landlord's contractors reasonable access to the yard and will remove any pet from the yard at appropriate times.

[ ] (b) Tenant, at Tenant's expense, will maintain the yard.

[ ] (c) Tenant will maintain in effect a scheduled yard maintenance contract with: [ ] a contractor who regularly provides such service; [ ] _____.

C. Pool/Spa Maintenance: Any pool or spa on the Property will be maintained according to a Pool/Spa Maintenance Addendum.

D. Prohibitions: If Tenant installs any fixtures on the Property, authorized or unauthorized, such as additional smoke alarms, additional carbon monoxide detectors, locks, alarm systems, cables, satellite dishes, or other fixtures, such fixtures will become the property of the Landlord. Except as otherwise permitted by law, this lease, or in writing by Landlord, Tenant may not:
(1) remove any part of the Property or any of Landlord's personal property from the Property;
(2) remove, change, add, or rekey any lock;
(3) make holes in the woodwork, floors, or walls, except that a reasonable number of small nails may be used to hang pictures in sheetrock and grooves in paneling;
(4) permit any water furniture on the Property;
(5) install additional phone or video cables, outlets, antennas, satellite receivers, or alarm systems;
(6) alter, replace or remove flooring material, paint, or wallpaper;
(7) install, change, or remove any fixture, appliance, or non-real-property item listed in Paragraph 2;
(8) keep or permit any hazardous material on the Property such as flammable or explosive materials;
(9) keep or permit any material or item which causes any liability or fire and extended insurance coverage to be suspended or canceled or any premiums to be increased;
(10) dispose of any environmentally detrimental substance (for example, motor oil or radiator fluid) on the Property;
(11) cause or allow any lien to be filed against any portion of the Property; or
(12) disconnect or intentionally damage any carbon monoxide detector, or otherwise violate any local ordinance requiring a carbon monoxide detector in the Property.

E. Failure to Maintain: If Tenant fails to comply with this Paragraph 17 or any Pool/Spa Maintenance Addendum, Landlord may, in addition to exercising Landlord's remedies under Paragraph 27, perform whatever action Tenant is obligated to perform and Tenant must immediately reimburse Landlord the reasonable expenses that Landlord incurs plus any administrative fees assessed by Landlord's agents or any other entity as provided by law.

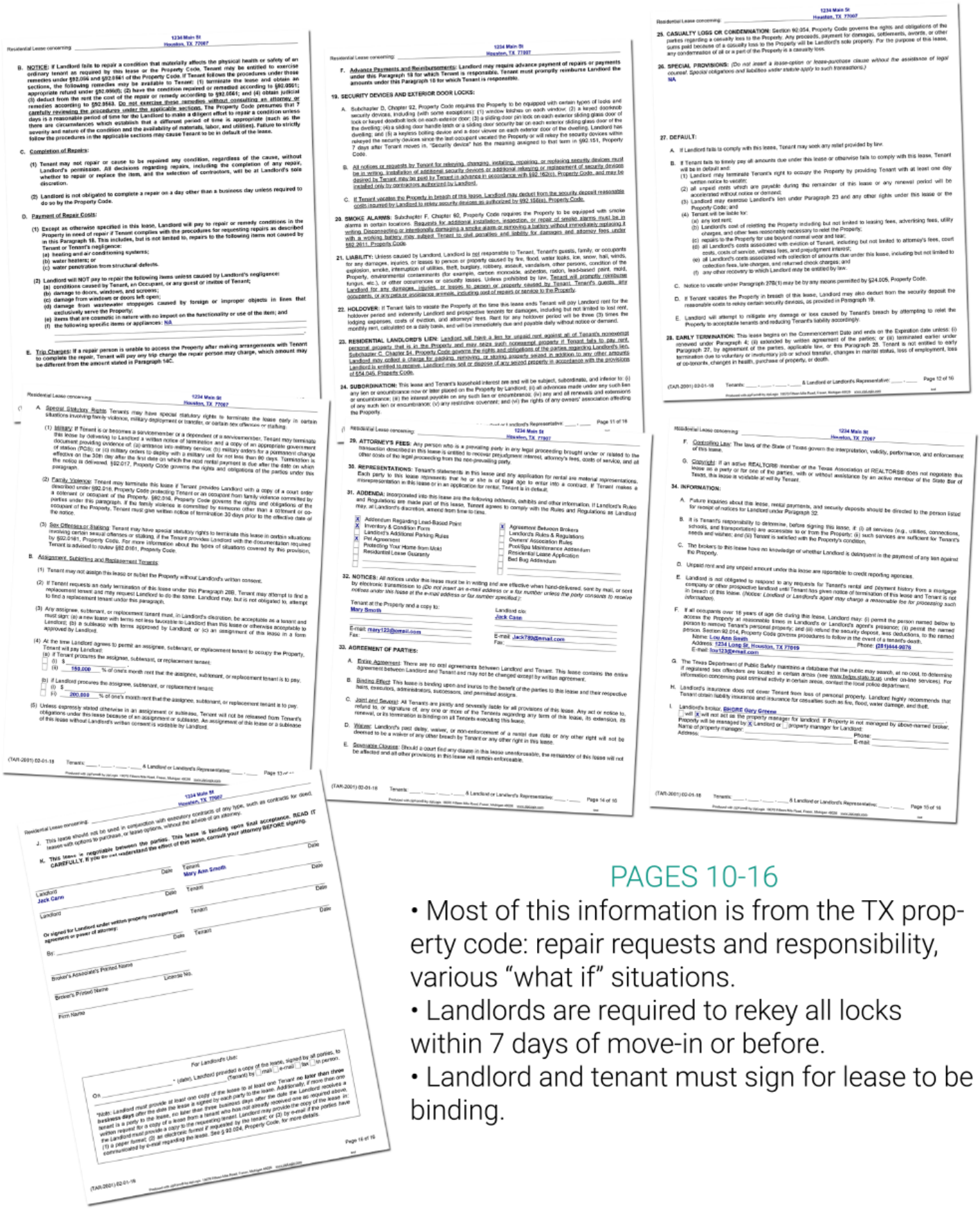
F. Smoking: Smoking by Tenant, Tenant's guests, family, or occupants is [ ] permitted [X] not permitted on the Property (including, but not limited to, the garage or outdoor areas of the Property). If smoking is not permitted and does occur on the Property, Tenant will be in default and:
(1) Landlord may exercise Landlord's remedies under Paragraph 27; and
(2) Landlord may deduct from the security deposit damages to the Property caused by smoking, including but not limited to stains, burns, odors, and removal of debris.

REPAIRS: (Notice: Subchapter B, Chapter 92, Property Code governs repair obligations).

A. Repair Requests: All requests for repairs must be in writing and delivered to Landlord. If Tenant is delinquent in rent at the time a repair notice is given, Landlord is not obligated to make the repair. In the event of an emergency related to the condition of the Property that materially affects the physical health or safety of an ordinary tenant, Tenant may call Landlord or, if applicable, the property manager, at (832)607-3201. Ordinarily, a repair to the heating and air conditioning system is not an emergency.

PAGES 4-9

- Security deposit, any included utilities, parking regulations, access by landlord
- Any agreed-upon tenant requests for the property (examples: painting, cleaning, removal of left behind items, etc.)
- Maintenance responsibilities, including yard
- Rules (per TX property code)



PAGES 10-16

- Most of this information is from the TX property code: repair requests and responsibility, various “what if” situations.
- Landlords are required to rekey all locks within 7 days of move-in or before.
- Landlord and tenant must sign for lease to be binding.

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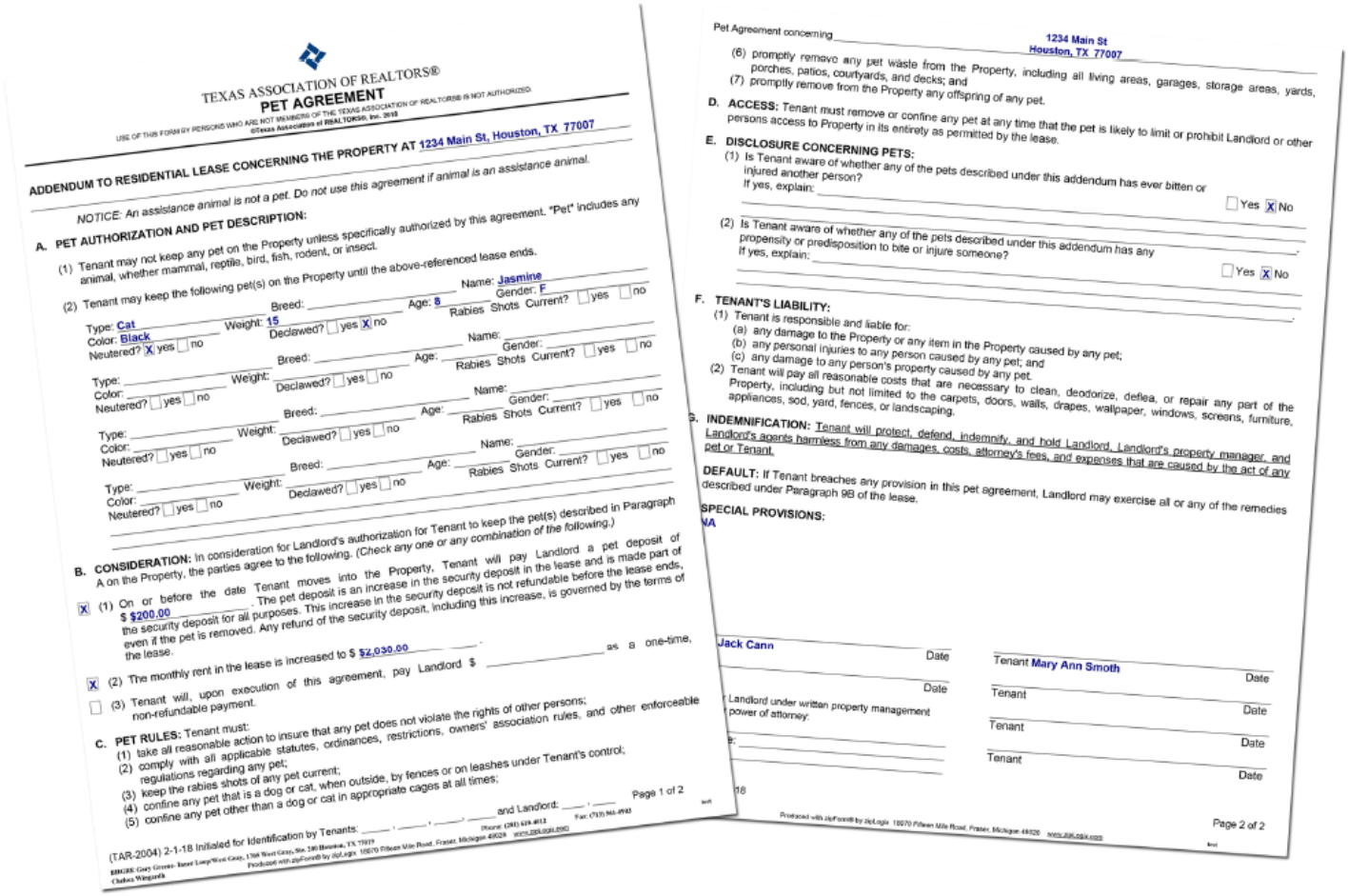
COMMON LEASE ADDENDUMS



TEXAS ASSOCIATION OF REALTORS®
PET AGREEMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
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ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT 1234 Main St, Houston, TX 77007

NOTICE: An assistance animal is not a pet. Do not use this agreement if animal is an assistance animal.

A. PET AUTHORIZATION AND PET DESCRIPTION:

(1) Tenant may not keep any pet on the Property unless specifically authorized by this agreement. "Pet" includes any animal, whether mammal, reptile, bird, fish, rodent, or insect.

(2) Tenant may keep the following pet(s) on the Property until the above-referenced lease ends.

Type: Cat Breed: Name: Jasmine
Color: Black Weight: 15 Age: 8 Gender: F
Neutered? [X] yes [ ] no Declawed? [ ] yes [X] no Rabies Shots Current? [ ] yes [ ] no

Type: Breed: Name:
Color: Weight: Age: Gender:
Neutered? [ ] yes [ ] no Declawed? [ ] yes [ ] no Rabies Shots Current? [ ] yes [ ] no

Type: Breed: Name:
Color: Weight: Age: Gender:
Neutered? [ ] yes [ ] no Declawed? [ ] yes [ ] no Rabies Shots Current? [ ] yes [ ] no

Type: Breed: Name:
Color: Weight: Age: Gender:
Neutered? [ ] yes [ ] no Declawed? [ ] yes [ ] no Rabies Shots Current? [ ] yes [ ] no

B. CONSIDERATION: In consideration for Landlord's authorization for Tenant to keep the pet(s) described in Paragraph A on the Property, the parties agree to the following. (Check any one or any combination of the following.)

[X] (1) On or before the date Tenant moves into the Property, Tenant will pay Landlord a pet deposit of $ $200.00. The pet deposit is an increase in the security deposit in the lease and is made part of the security deposit for all purposes. This increase in the security deposit is not refundable before the lease ends, even if the pet is removed. Any refund of the security deposit, including this increase, is governed by the terms of the lease.

[X] (2) The monthly rent in the lease is increased to $ $2,030.00.

[ ] (3) Tenant will, upon execution of this agreement, pay Landlord $ _____ as a one-time, non-refundable payment.

C. PET RULES: Tenant must:
(1) take all reasonable action to insure that any pet does not violate the rights of other persons;
(2) comply with all applicable statutes, ordinances, restrictions, owners' association rules, and other enforceable regulations regarding any pet;
(3) keep the rabies shots of any pet current;
(4) confine any pet that is a dog or cat, when outside, by fences or on leashes under Tenant's control;
(5) confine any pet other than a dog or cat in appropriate cages at all times;

(TAR-2004) 2-1-18 Initialed for Identification by Tenants: _____, _____, _____, _____ and Landlord: _____, _____ Page 1 of 2

BHGRE Gary Greene- Inner Loop/West Gray, 1705 West Gray, Ste. 200 Houston, TX 77019 Phone: (281) 610-3719 Fax: (713) 961-4943
Chelsea Wingardh Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Pet Agreement concerning 1234 Main St Houston, TX 77007

(6) promptly remove any pet waste from the Property, including all living areas, garages, storage areas, yards, porches, patios, courtyards, and decks; and
(7) promptly remove from the Property any offspring of any pet.

D. ACCESS: Tenant must remove or confine any pet at any time that the pet is likely to limit or prohibit Landlord or other persons access to Property in its entirety as permitted by the lease.

E. DISCLOSURE CONCERNING PETS:
(1) Is Tenant aware of whether any of the pets described under this addendum has ever bitten or injured another person?
If yes, explain: _____ [ ] Yes [X] No

(2) Is Tenant aware of whether any of the pets described under this addendum has any propensity or predisposition to bite or injure someone?
If yes, explain: _____ [ ] Yes [X] No

F. TENANT'S LIABILITY:
(1) Tenant is responsible and liable for:
(a) any damage to the Property or any item in the Property caused by any pet;
(b) any personal injuries to any person caused by any pet; and
(c) any damage to any person's property caused by any pet.
(2) Tenant will pay all reasonable costs that are necessary to clean, deodorize, deflea, or repair any part of the Property, including but not limited to the carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, sod, yard, fences, or landscaping.

G. INDEMNIFICATION: Tenant will protect, defend, indemnify, and hold Landlord, Landlord's property manager, and Landlord's agents harmless from any damages, costs, attorney's fees, and expenses that are caused by the act of any pet or Tenant.

DEFAULT: If Tenant breaches any provision in this pet agreement, Landlord may exercise all or any of the remedies described under Paragraph 9B of the lease.

SPECIAL PROVISIONS:
NA

Jack Cann Date
Date
Landlord under written property management power of attorney:
Tenant Mary Ann Smoth Date
Tenant Date
Tenant Date
Tenant Date

18

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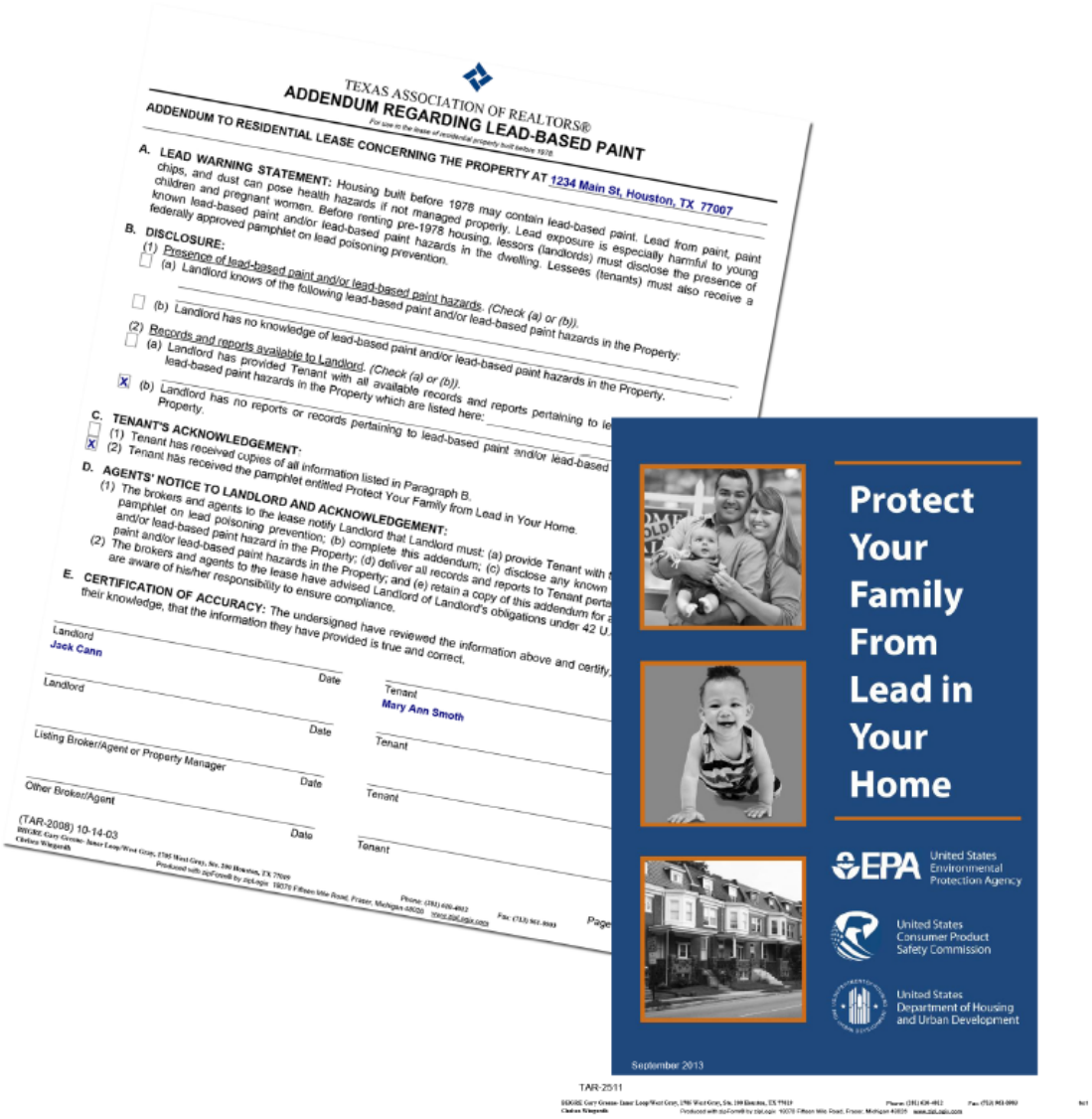
Page 2 of 2

PET AGREEMENT ADDENDUM

- Specifies allowed pet
- Determines deposit and additional monthly rent amount
- Rules and relevant safety disclosures



TEXAS ASSOCIATION OF REALTORS®

ADDENDUM REGARDING LEAD-BASED PAINT

For use in the lease of residential property built before 1978

ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT 1234 Main St, Houston, TX 77007

A. LEAD WARNING STATEMENT: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors (landlords) must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees (tenants) must also receive a federally approved pamphlet on lead poisoning prevention.

B. DISCLOSURE:

(1) Presence of lead-based paint and/or lead-based paint hazards. (Check (a) or (b)).

☐ (a) Landlord knows of the following lead-based paint and/or lead-based paint hazards in the Property:

☐ (b) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the Property.

(2) Records and reports available to Landlord. (Check (a) or (b)).

☐ (a) Landlord has provided Tenant with all available records and reports pertaining to le
lead-based paint hazards in the Property which are listed here:

☒ (b) Landlord has no reports or records pertaining to lead-based paint and/or lead-based
Property.

C. TENANT'S ACKNOWLEDGEMENT:

☐ (1) Tenant has received copies of all information listed in Paragraph B.

☒ (2) Tenant has received the pamphlet entitled Protect Your Family from Lead in Your Home.

D. AGENTS' NOTICE TO LANDLORD AND ACKNOWLEDGEMENT:

(1) The brokers and agents to the lease notify Landlord that Landlord must: (a) provide Tenant with
pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known
and/or lead-based paint hazard in the Property; (d) deliver all records and reports to Tenant perta
paint and/or lead-based paint hazards in the Property; and (e) retain a copy of this addendum for
(2) The brokers and agents to the lease have advised Landlord of Landlord's obligations under 42 U.
are aware of his/her responsibility to ensure compliance.

E. CERTIFICATION OF ACCURACY: The undersigned have reviewed the information above and certify
their knowledge, that the information they have provided is true and correct.

Landlord Jack Cann Date

Landlord Date

Listing Broker/Agent or Property Manager Date

Other Broker/Agent Date

Tenant Mary Ann Smoth

Tenant

Tenant

Tenant

(TAR-2008) 10-14-03

Page

Protect Your Family From Lead in Your Home

EPA United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

September 2013

TAR-2511

LEAD-BASED PAINT ADDENDUM

- Required on all homes built 1978 and prior.
- Not required on homes built after 1978 unless lead detected.
- Box B.2.b. most commonly checked: Sates landlord has no knowledge of lead hazard.
- Tenant must be provided with a pamphlet on lead protection.

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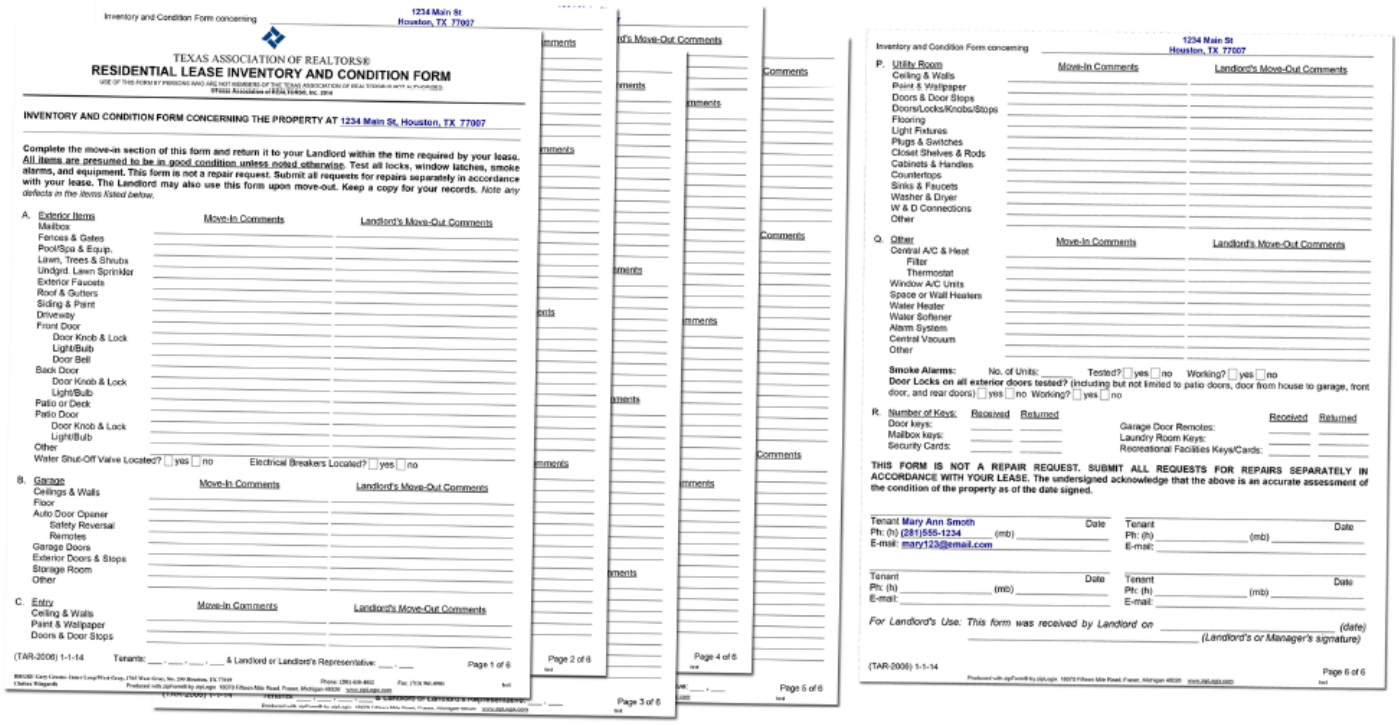
INVENTORY/CONDITION FORM



TEXAS ASSOCIATION OF REALTORS®
RESIDENTIAL LEASE INVENTORY AND CONDITION FORM

INVENTORY AND CONDITION FORM CONCERNING THE PROPERTY AT 1234 Main St, Houston, TX 77007

Complete the move-in section of this form and return it to your Landlord within the time required by your lease. All items are presumed to be in good condition unless noted otherwise. Test all locks, window latches, smoke alarms, and equipment. This form is not a repair request. Submit all requests for repairs separately in accordance with your lease. The Landlord may also use this form upon move-out. Keep a copy for your records. Note any defects in the items listed below.

MOVE IN CONDITION FORM

- Your lease will tell you when this form is due.
- You are responsible for leaving the property the way you found it. If you don't want to be held liable for defects on the property make sure to fill out the form and submit within the agreed upon time frame.
- Great idea to take pictures and save. The metadata in the photo will save the date the picture was taken for proof.
- Landlords are required to provide functioning smoke alarms at move in and tenants are required to maintain the alarms through move out.

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REQUIRED FORMS

IABS

11-2-2015

Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:
- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):
- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:
- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:
- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Better Homes and Gardens Real Estate Licensed Broker /Broker Firm Name or Primary Assumed Business Name	0475512 License No.	Brokerage@garygreene.com Email	(713) 465-6644 Phone
Mark Woodrod Designated Broker of Firm	0415360 License No.	Brokerage@garygreene.com Email	(713) 465-6644 Phone
JJ Molaison Licensed Supervisor of Sales Agent/ Associate	0460204 License No.	jj@garygreene.com Email	(713) 961-1722 Phone
Chelsea Wingardh Sales Agent/Associate's Name	712829 License No.	chelsea.wingardh@garygreene.com Email	(281) 610-3719 Phone

Buyer/Tenant/Seller/Landlord Initials ____ ____ Date ____

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

Gary Greene

Chelsea Wingardh

IABS 1-0
TXR 2501

TX 77019

Phone

BROKER NOTICE TO BUYER/TENANT

(This notice is to be furnished to a prospective buyer/tenant at such time as broker begins assisting buyer/tenant to locate a property.)

BROKER NOTICE TO BUYER/TENANT

As a prospective buyer/tenant, you should know that the listing and cooperating ("selling") brokers and any broker representing you as a buyer's/tenant's broker, possess no special skills, knowledge or expertise concerning the physical or environmental condition of the property or properties introduced to you nor do they represent themselves to be such experts, and, therefore, make no representations, warranties or guaranties regarding the physical or environmental condition of any such property.

nvironmental Hazards/Inspection

the result of concerns regarding environmental hazards (including, but not limited to, asbestos, lead-based paint, mold, urea formaldehyde insulation, on gas, PCB transformers, underground storage tanks, electromagnetic fields, hazardous or toxic waste and materials, ammonium compounds, nts, pesticides, acids, DDT, and any other substance on or about the property or forming a component part of the improvements which has heretofore y in the future be determined to contain toxic or hazardous materials or undesirable substance injurious to the health of occupants of a property), it mended that you retain the services of a qualified expert of your choice to inspect and test for the presence of environmental hazards on or about the r as part of the contract between seller and buyer in a sale transaction or a lease between landlord and tenant, if desired. Buyer/Tenant shall be responsible for retaining the services of such expert, if any.

Condition/Inspection

dvised that you should thoroughly inspect the property and have the physical condition of the property inspected by persons of your choice who d as inspectors by the Texas Real Estate Commission or otherwise permitted by law to perform inspections and take whatever other action you ssary or appropriate as part of the contract between seller and buyer in a sale transaction or a lease between landlord and tenant. If you request nish a list of inspectors and/or repairmen, broker is not making any representations or warranties as to the capabilities or workmanship of such u are advised to accompany the inspectors during their inspection of the property and to ask any questions you may have regarding the are advised to walk through and visibly inspect the property immediately prior to the closing in a sale transaction or occupancy in a lease the event the condition of the property is not then in accordance with the contract/lease, you should immediately inform the below-named

nation

ined in the Multiple Listing Service (MLS) or Commercial Information Exchange (CIE) of Houston Realtors Information Service, Inc. ilary of Houston Association of REALTORS, Inc., is furnished by (1) MLS, and CIE participants who acquire the information from sources listed properties, appraisers, and builders, and (2) county appraisal districts and tax services. The information is disseminated to MLS s for their exclusive use and display to their clients and customers. Certain information in MLS and CIE such as square footage, es, and year built is obtained from either the county appraisal district, an appraiser or builder. Neither the listing Broker, Broker tion to you, HRIS, MLS, nor CIE represents or verifies the accuracy of the information. You should not rely upon any information CIE and you should independently verify such information. You are further advised that MLS rules require the listing Broker of a submit all information the MLS requires for participation, including the sales price/rent of a property purchased/leased by you.

s/tenant's broker, if any, shall furnish Listing Broker with a signed copy of this notice at the time the contract/lease is submitted.

ed the Prospective Buyer/Tenant named "Broker Notice to Buyer/Tenant."

I have received, read and understand the information in this "Broker Notice to Buyer/Tenant."

Buyer/Tenant Name

Signature

Buyer/Tenant Name

Signature

Address

Phone

HAR 410 1/03

REQUIRED FORMS: IABS & BROKER NOTICE

- These forms are mandated to be given to prospective clients and customers when the first "substantial conversation" about real estate begins.
- Signing does not bind you to anything. You sign for receipt.
- The forms are only explanatory with the goal of informing consumers.

Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Better Homes and Gardens Real Estate Licensed Broker /Broker Firm Name or Primary Assumed Business Name	0475512 License No.	Brokerage@garygreene.com Email	(713) 465-6644 Phone
Mark Woodroof Designated Broker of Firm	0415360 License No.	Brokerage@garygreene.com Email	(713) 465-6644 Phone
JJ Molaison Licensed Supervisor of Sales Agent/ Associate	0460204 License No.	jj@garygreene.com Email	(713) 961-1722 Phone
Chelsea Wingardh Sales Agent/Associate's Name	712829 License No.	chelsea.wingardh@garygreene.com Email	(281) 610-3719 Phone

Buyer/Tenant/Seller/Landlord Initials _____ _____ Date _____

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Environmental Hazards/Inspection

As the result of concerns regarding environmental hazards (including, but not limited to, asbestos, lead-based paint, mold, urea formaldehyde insulation, radon gas, PCB transformers, underground storage tanks, electromagnetic fields, hazardous or toxic waste and materials, ammonium compounds, solvents, pesticides, acids, DDT, and any other substance on or about the property or forming a component part of the improvements which has heretofore or may in the future be determined to contain toxic or hazardous materials or undesirable substance injurious to the health of occupants of a property), it is recommended that you retain the services of a qualified expert of your choice to inspect and test for the presence of environmental hazards on or about the property as part of the contract between seller and buyer in a sale transaction or a lease between landlord and tenant, if desired. Buyer/Tenant shall be solely responsible for retaining the services of such expert, if any.

Physical Condition/Inspection

You are advised that you should thoroughly inspect the property and have the physical condition of the property inspected by persons of your choice who are licensed as inspectors by the Texas Real Estate Commission or otherwise permitted by law to perform inspections and take whatever other action you deem necessary or appropriate as part of the contract between seller and buyer in a sale transaction or a lease between landlord and tenant. If you request broker to furnish a list of inspectors and/or repairmen, broker is not making any representations or warranties as to the capabilities or workmanship of such persons. You are advised to accompany the inspectors during their inspection of the property and to ask any questions you may have regarding the property. You are advised to walk through and visibly inspect the property immediately prior to the closing in a sale transaction or occupancy in a lease transaction. In the event the condition of the property is not then in accordance with the contract/lease, you should immediately inform the below-named Broker.

MLS/CIE Information

Information contained in the Multiple Listing Service (MLS) or Commercial Information Exchange (CIE) of Houston Realtors Information Service, Inc. ("HRIS"), a subsidiary of Houston Association of REALTORS, Inc., is furnished by (1) MLS, and CIE participants who acquire the information from sources such as owners of listed properties, appraisers, and builders, and (2) county appraisal districts and tax services. The information is disseminated to MLS and CIE participants for their exclusive use and display to their clients and customers. Certain information in MLS and CIE such as square footage, assessed value, taxes, and year built is obtained from either the county appraisal district, an appraiser or builder. Neither the listing Broker, Broker displaying the information to you, HRIS, MLS, nor CIE represents or verifies the accuracy of the information. You should not rely upon any information contained in MLS and CIE and you should independently verify such information. You are further advised that MLS rules require the listing Broker of a sold/leased property to submit all information the MLS requires for participation, including the sales price/rent of a property purchased/leased by you.

Selling Broker or buyer's/tenant's broker, if any, shall furnish Listing Broker with a signed copy of this notice at the time the contract/lease is submitted.

I certify that I have provided the Prospective Buyer/Tenant named herein with a copy of this "Broker Notice to Buyer/Tenant."

Date
Chelsea Wingardh

Broker/Sales Agent Name

Signature
BHGRE - Gary Greene

Company
1705 West Gray #200, Houston, TX 77019

Address
713-961-1722

Phone

I have received, read and understand the information in this "Broker Notice to Buyer/Tenant."

Buyer/Tenant Name

Signature

Buyer/Tenant Name

Signature

Address

Phone