

TEXAS MONTH-TO-MONTH LEASE AGREEMENT

1. **THE PARTIES.** This Texas Month-to-Month Lease Agreement (the "Agreement") made on _____ (mm/dd/yyyy) is between:

Landlord Name: _____ (the "Landlord")

Landlord Address: _____, AND

Tenant Name(s): _____ (the "Tenant")

The Landlord and Tenant are collectively referred to in this Agreement as the "Parties."

HEREINAFTER, the Tenant agrees to lease the Premises from the Landlord under the following terms and conditions:

2. **PROPERTY.** Landlord hereby leases the property located at: _____ to the Tenant (the "Premises").
3. **LEASE TERM.** This lease shall be considered a month-to-month lease. The Tenant shall be permitted to occupy the Premises on a month-to-month basis starting on _____ (mm/dd/yyyy) and ending upon a notice of _____ (#) days from either party, in accordance with Texas law (the "Lease Term").
4. **RENT.** The rent to be paid by the Tenant to the Landlord throughout the Lease Term is to be made in monthly installments of \$ _____ (the "Rent"). The Rent shall be due on the _____ day of each month (the "Due Date"). The Rent shall be paid via the following instructions: _____.
5. **LATE FEE.** If Rent is not paid by the Due Date: (check one)
- ☐ - The Tenant will be charged a fee of \$ _____. Rent is considered late if it has not been paid within _____ (#) day(s) after the Due Date.
- ☐ - There shall be NO Late Fee if the Rent is late.
6. **SECURITY DEPOSIT.** As part of this Agreement: (check one)
- ☐ - The Landlord requires a payment of \$ _____ (the "Security Deposit") for the faithful performance of the Tenant under the terms and conditions of this Agreement. The Security Deposit is required by the Tenant upon the execution of this Agreement. The Security Deposit shall be returned to the Tenant within _____ (#) days after the end of the Lease Term, less any itemized deductions. This Security Deposit shall not be credited towards any Rent unless the Landlord gives their written consent.
- ☐ - The Landlord does NOT require the Tenant to pay a Security Deposit as part of this Agreement.

7. RETURNED CHECKS (NON-SUFFICIENT FUNDS). If the Tenant pays the Rent with a check that bounces due to insufficient funds: (check one)

☐ - The Tenant will be required to pay a fee of \$_____ per incident.

☐ - The Tenant will NOT be required to pay a fee.

8. OCCUPANTS. The Premises is to be occupied strictly as a residential dwelling with the following individual(s) in addition to the Tenant: (check one)

☐ - _____ (the "Occupant(s)").

☐ - There are NO Occupant(s) in addition to the Tenant.

9. FURNISHINGS. The Premises is: (check one)

☐ - Furnished (or will be furnished) with the following items:

_____.

☐ - NOT furnished.

10. UTILITIES. The Landlord shall pay for the following utilities and services to the Tenant, with any absent being the responsibility of the Tenant:

_____.

11. PARKING. The Tenant (check one):

☐ - Is allotted _____ (#) parking space(s):

☐ - Free of charge (included in the Rent)

☐ - At a cost of \$_____ to be paid (☐ Upon execution of this Agreement | ☐ Monthly)

☐ - Is NOT provided parking.

12. PETS. The Tenant is: (check one)

☐ - Permitted to have _____ (#) pet(s) on the Premises, ONLY consisting of (list pet types):

_____.

If permitted, the Landlord shall charge a refundable pet deposit of \$_____ to cover potential damage to the Premises caused by the Tenant's pet(s).

☐ - NOT permitted to have pets of any nature on the Premises.

13. SMOKING POLICY. Smoking on the Premises is: (check one)

☐ - Permitted ONLY in the following area(s): _____.

☐ - Prohibited on the Premises and all Common Areas.

13. NOTICES. Any notice sent by the Landlord or the Tenant to each other shall use the following addresses:

Landlord Mailing Address: _____

Tenant Mailing Address: _____

14. INSPECTION OF PREMISES. The Landlord and Landlord's agents shall have the right at all reasonable times during the Lease Term, and any renewal thereof, to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon by providing twenty-four (24) hours' notice to the Tenant. And for the purposes of making any repairs, additions, or alterations as may be deemed appropriate by the Landlord for the preservation of the Premises or the building. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

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

16. WAIVER. No delay or failure of the Landlord to enforce any part of this Agreement shall be deemed as a waiver thereof, nor shall any acceptance of any partial payment of Rent or any other amount due be deemed a waiver of the Landlord's right to the entire amount due.

17. MAINTENANCE, REPAIR, & ALTERATIONS. The Tenant shall, at their own expense and at all times, maintain premises in a clean and sanitary manner, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. The Tenant may not make any alterations to the leased premises without the consent in writing of the Landlord. The Landlord shall be responsible for repairs to the interior and exterior of the building. If the Premises includes a washer, dryer, freezer, dehumidifier unit and/or air conditioning unit, the Landlord makes no warranty as to the repair or replacement of units if one or all shall fail to operate.

Further, Tenant shall:

Promptly notify Landlord of conditions at or in the Premises that are in need of repair. At all times maintain the Premises, including the appliances, furnishings, equipment, and fixtures

therein, in a clean, safe, and sanitary condition. This includes maintaining appropriate climate control in order to keep the Premises clean and free of mold and mildew. Tenant shall also take necessary measures to retard and prevent mold from accumulating in the Premises. Tenant agrees to clean and dust on a regular basis and to remove visible moisture accumulation on windowsills, windows, walls, floors, ceilings, and other surfaces as soon as is reasonably possible. Tenant agrees not to block or cover any heating, ventilation, or air-conditioning ducts;

Obey all instructions, written or otherwise, of Landlord for the care and use of appliances, furnishings, equipment, and fixtures;

Use the electric, plumbing, and other systems and facilities in a safe manner;

Use no more electricity than the receptacles, wiring, or feeders to the Premises can safely carry;

Pay for all repairs, replacements, and damages caused by Tenant or Tenant's family, visitors, contractors, employees, or agents including, but not limited to, sewer and plumbing drainage problems caused by Tenant;

Pay for or perform all snow removal and lawn care at and around the Premises, unless stated otherwise in Section 10 of this Agreement;

Promptly remove from the Property all garbage and recycling and place same in the proper receptacles;

Promptly replace all broken glass in the Property and not damage, remove, or destroy screens installed at the Premises;

Not engage in any activity that may cause a cancellation or an increase in the cost of Landlord's insurance coverage;

Keep nothing at or in the Premises that is flammable, dangerous, or which might increase the danger of fire or other casualty;

Surrender the Premises in good repair and broom clean condition, reasonable wear and tear excepted, at the end of the Lease Term or other termination of this Agreement;

Consent to treatment, in the event that it becomes necessary or is deemed advisable by Landlord to use pesticides, clean, or remediate any condition in or about the Premises for the protection of Tenant, other tenants, or to protect and preserve the Premises; and

After Landlord initially places fresh batteries in all battery-operated smoke detectors before Tenant moves into the Premises, replace batteries if and when needed.

18. SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this 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.

19. DEFAULT. If the Tenant fails to comply with any of the financial or material provisions of this Agreement, or of any present rules and regulations or any that may be hereafter prescribed by the Landlord, or materially fails to comply with any duties imposed on the Tenant by State laws, within the time period after delivery of written notice by the Landlord specifying the non-compliance and indicating the intention of the Landlord to terminate the Agreement by reason thereof, the Landlord may terminate this Agreement. If the Tenant fails to pay the Rent by the Due Date and the default continues for the time-period specified in the written notice thereafter, the Landlord may exercise any and all rights and remedies available to the Landlord at law or in equity and may immediately terminate this Agreement.

The Tenant will be in default if:

- a. The Tenant does not pay the Rent or any other amounts as they are owed;
- b. The Tenant, their guests, or the Occupant(s) violate this Agreement, or fire, safety, health, and/or criminal laws, regardless of whether arrest or conviction occurs;
- c. The Tenant abandons the Premises;
- d. The Tenant gives incorrect or false information in the rental application;
- e. The Tenant, or any Occupant(s), are arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under Texas statute;
- f. Any illegal drugs or paraphernalia are found in the Premises or on the person of the Tenant, guests, or Occupant(s) while on the Premises; and/or
- g. As otherwise allowed by law.

20. ABANDONMENT. Abandonment shall have occurred if, without notifying the Landlord, the Tenant is absent from the Premises for the State-mandated minimum time-period, or seven (7) days, whichever length of time is less. In the event of Abandonment, the Landlord will have the right to immediately terminate the Agreement and remove the Tenant's personal possessions.

21. CONDITION OF PREMISES. The Tenant has examined the condition of the Premises and by taking possession acknowledges that they have accepted the Premises in good order and in its current condition except as herein otherwise stated.

22. POSSESSION & SURRENDER. The Tenant shall be entitled to possession of the Premises on the 1st day of the Lease Term. Upon termination of the Agreement, the Tenant shall peaceably surrender the Premises to the Landlord in good condition, as it was at the commencement of the Agreement, excluding reasonable wear and tear.

23. INSURANCE. The Landlord and Tenant shall each be responsible for maintaining appropriate insurance for their respective interests in the Premises and property located on the Premises. The Tenant understands that the Landlord will not provide any insurance coverage for the Tenant's property. The Landlord will not be responsible for any loss of the Tenant's property, whether by theft, fire, riots, strikes, acts of God, or otherwise. The

Landlord encourages the Tenant to obtain renter's insurance or other similar coverage to protect against risk of loss.

24. ASSIGNMENT AND SUBLETTING. The Tenant shall not assign this Agreement or sublet any portion of the Premises without prior written consent of the Landlord, which shall not be unreasonably withheld.

25. JOINT AND SEVERAL. If the Tenant is comprised of more than one person, each person shall be jointly and severally liable under this Agreement.

26. HAZARDOUS MATERIALS. The Tenant agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into the Premises, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.

27. RETALIATION. The Landlord is prohibited from making any type of retaliatory acts against the Tenant including, but not limited to, restricting access to the Premises, decreasing or canceling services or utilities, failing to repair appliances or fixtures, or any other type of act that could be considered unjustified.

28. INDEMNIFICATION. The Landlord shall not be liable for any damage or injury to the Tenant, or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the Tenant agrees to hold the Landlord harmless from any claims or damages unless caused solely by the Landlord's negligence.

29. GOVERNING LAW. This Agreement shall be governed by the laws of the state of Texas.

30. LEAD BASED PAINT. The Premises (check one):

☐ - Was built prior to 1978. An attachment titled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" has been affixed to the Agreement and must be initialed and signed by the Parties.

☐ - Was NOT built prior to 1978.

31. ADDITIONAL PROVISIONS.

32. ENTIRE AGREEMENT. This Agreement contains all of the terms agreed to by the Parties and may be modified or amended only by written agreement signed by the Landlord and Tenant. This Agreement replaces all previous discussions, understandings, and oral agreements. The Parties agree to the terms and conditions and shall be bound until the end of the Lease Term.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed on the day and year first above written.

Landlord's Signature: _____ **Date:** _____

Printed Name: _____

Tenant's Signature: _____ **Date:** _____

Printed Name: _____

Tenant's Signature: _____ **Date:** _____

Printed Name: _____

REQUIRED DISCLOSURES

1. **AGENT/OWNER IDENTIFICATION.** A landlord must disclose to their tenant the names and addresses (street or P.O. box) of the holder of the record title of the dwelling, including any off-site entities responsible for managing the dwelling. This is to satisfy the requirements of § 92.201 of the Texas Property Code.
2. **PARKING RULES ADDENDUM.** If the dwelling is a multiunit complex, the landlord must provide the tenant with a copy of the rules and policies regarding vehicle towing and parking (if the rules or policies apply to the tenant). The copy must be given to the tenant before the lease is executed and then signed by the tenant or attached to the lease. This is to comply with § 92.0131 of the Texas Property Code.
3. **RIGHT TO INTERRUPT UTILITIES.** The Landlord and Tenant acknowledge that the Landlord may interrupt the Tenant's electricity service if they fail to pay their electricity bill for more than twelve (12) days and an advance written notice of the interruption is provided to the Tenant. This is to satisfy the requirements of § 92.008(h) of the Texas Property Code.
4. **STATUTORY RIGHTS.** The Tenant may have special statutory rights to terminate the Agreement early in certain situations involving family violence or a military deployment or transfer.
5. **LANDLORD'S OBLIGATION.** During the Lease Term of this Agreement, the Landlord shall be responsible for the following: (a) ensuring the Premises are in compliance with all applicable federal, state, and local laws, regulations, statutes, and building and housing codes regarding safety, sanitation, and fair housing applicable to the Premises; (b) performing major structural repairs to the Premises, within a reasonable time after notice from the Tenant. The Tenant may be liable for the cost of such repairs if the damage is caused by the Tenant's actions or the action of the Tenant's family members, contractors, employees, visitors, or agents pursuant to this Agreement; and (c) making any necessary repairs and replacements to the vital facilities serving the Premises, including heating, plumbing, and electrical systems, within a reasonable time after notice from the Tenant. The Tenant may be liable for the cost of such repairs if the damage is caused by the Tenant's actions or the action of the Tenant's family members, contractors, employees, visitors, or agents pursuant to this Agreement. All of the Landlord's obligations are dependent upon the Tenant's obligation to notify the Landlord promptly of any conditions requiring the Landlord's attention.

If the Landlord fails to meet any of its above enumerated obligations, it may be possible for the Tenant to terminate this Agreement and exercise other remedies under Texas Property Code Section 92.056. Tenant may also exercise other statutory remedies, including those enumerated in Texas Property Code Section 92.0561.

The Landlord is not responsible for the following: (a) damage to or loss of the Tenant's personal property; (b) the acts of other tenants, guests, or invitees; (c) performing routine maintenance at the Premises, including lawn care; or (d) any personal property of the Tenant remaining in the Premises after the expiration or earlier termination of this Agreement. Such

personal property shall be considered to be abandoned, and the Landlord can either keep such personal property or have it removed at the Tenant's expense.

6. TENANT'S REMEDIES. In the event a repair is not completed within seven (7) days from the request date by the Tenant, the Tenant may: (check all that apply)

- ☐ - Hire an independent contractor to complete the repair and deduct the cost of the repair from the next month's rent. The Tenant must present receipts to prove such costs.
- ☐ - Buy the materials, complete the repair, and deduct the amount of material costs from the next month's rent. The Tenant must present receipts to prove such material costs.
- ☐ - _____.

TEXAS PARKING RULES ADDENDUM

IN ACCORDANCE WITH TEXAS PROPERTY CODE § 92.0131

This Parking Rules Addendum ("Addendum") has been made on _____, 20____ by and between the Landlord known as _____ ("Landlord") and the Tenant known as _____.
When mentioned collectively, the Landlord and Tenant shall be known as the "Parties."

The purpose of this addendum is to identify and implement parking rules for the lease agreement signed amongst the Parties. With the Tenant's signature to this Addendum, the Tenant understands and agrees to adhere to the parking rules outlined below:

TENANT IS ALLOWED TO PARK IN THE DESIGNATED PARKING SPACES/AREAS:

IF THE TENANT PARKS A VEHICLE IN ANY OTHER AREA, THEY MAY BE SUBJECT TO BEING TOWED.

VEHICLE DETAILS

Make: _____
Model: _____
Color: _____
Year: _____
License Number: _____
State of Registration: _____

Landlord's Signature: _____ Date: _____

Print Name: _____

Tenant's Signature: _____ Date: _____

Print Name: _____

Tenant's Signature: _____ Date: _____

Print Name: _____



APPROVED BY THE TEXAS REAL ESTATE COMMISSION (TREC)
LANDLORD'S FLOODPLAIN AND FLOOD NOTICE
NOTICE: For Use With a Residential Lease, Including a Temporary Residential Lease

08-08-2022



CONCERNING THE PROPERTY AT: _____
(Street Address and City)

- A.** Landlord ☐ is ☐ is not aware that the dwelling you are renting is located in a 100-year floodplain. If neither box is checked, you should assume the Property is in a 100-year floodplain. Even if the dwelling is not in a 100-year floodplain, the dwelling may still be susceptible to flooding. The Federal Emergency Management Agency (FEMA) maintains a flood map on its Internet website that is searchable by address, at no cost, to determine if a dwelling is located in a flood hazard area. Most tenant insurance policies do not cover damages or loss incurred in a flood. You should seek insurance coverage that would cover losses caused by a flood.
- B.** Landlord ☐ is ☐ is not aware that the dwelling you are renting has flooded at least once within the last five years.
- C.** For purposes of this notice:
- (1) "100-year floodplain" means any area of land designated as a flood hazard area with a one percent or greater chance of flooding each year by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.).
 - (2) "Flooding" means a general or temporary condition of partial or complete inundation of a dwelling caused by:
 - (a) the overflow of inland or tidal waters;
 - (b) the unusual and rapid accumulation of runoff or surface waters from any established water source such as a river, stream, or drainage ditch; or
 - (c) excessive rainfall.
 - (3) "Dwelling" means one or more rooms rented for use as a permanent residence under a single lease to one or more tenants.

Landlord Date Landlord Date

The undersigned Tenant hereby acknowledges receipt of the foregoing notice.

Tenant Date Tenant Date



This form was prepared by the Texas Real Estate Commission in accordance with Texas Property Code §92.0135 and is to be used in conjunction with a residential lease, including a temporary residential lease, entered into or renewed on or after January 1, 2022. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC NO. 54-0