

Lease Contract

for 2601 Arbor, Apt#200, Houston, Texas 77004

Owner: Kijana Wiseman-Fusilier, c/o The Wiseman Company/MoShows.com
4107 Inkberry Valley Lane, Houston, TX 77004 713-521-0900 • Fax: 713-524-7599 • home@moshows.com

This lease shall cover the rental arrangement between _____
(Tenant) and Aundra Fusilier / Kijana Wiseman-Fusilier (Landlords), regarding leasing the unfurnished private Riverside area 2nd story duplex apartment located at 2601 Arbor, Houston Texas 77004 #200.

Date of Contract: ____/____/____ Anticipated Date of Move-in: ____/____/____
Beginning Date of Lease Contract: ____/____/____ Ending Date of Lease Contract: ____/____/____

PRIMARY Tenant(s): Names of up to 2 residents who will sign, and be responsible for the Lease Contract:

Name:	Sex:	Birthdate	TDL#	SSN#
1. _____	_____	____/____/____	_____	____-____-____
Cell Phone: _____	Email Address _____			
2. _____	_____	____/____/____	_____	____-____-____
Cell Phone: _____	Email Address _____			

Names of a maximum of 2 other occupants

(persons under 18, relatives, friends) who will occupy the unit without signing the lease.

Name:	Relationship:	Sex:	Birthdate:
3. _____	_____	_____	____/____/____
4. _____	_____	_____	____/____/____

Total number of occupants: _____ Landlord's consent is necessary for visitors staying longer than 14 days.

NUMBER OF KEYS/ACCESS DEVICES for the unit: 2 Mailbox: 0

PARKING: Driveway/Street parking. Be mindful of City of Houston parking laws. Do not block sidewalks.

***CONDITIONAL PET DEPOSIT: \$150** (up to 1 allowed w/ Landlord's permission. Photo is required.)
 Allowed, weight not to exceed 25lbs. Type of animal: Type: canine feline bird fish - : _____
Animal(s) occupancy granted Animal's occupancy denied: Landlord Signature _____

* Optional Animal Occupancy Fee: \$150: \$ _____ 0

Non-refundable Application Fee: \$ _____ 0

Total Security Deposit: \$ _____ 0

Total monthly rent for 2601 Arbor: \$ _____ \$800

Minus or plus prorated rent at \$26.66/day for 1st month: x _____ days = \$ _____

TOTAL MOVE-IN COST: \$ _____ \$ _____

No cash is accepted. Rent is due on the 1st of the month and must be paid via your bank's Bill Pay, your personal check or money order or online payment--received or postmarked no later than the 5th of the applicable month--made payable to **The Wiseman Company, 4107 Inkberry Valley Lane • Houston, Texas, 77045Phone: 713-521-0900 • Fax: 713-524-7599 • home@moshows.com.** Online or debit/credit card payments incur a 4% bank processing fee. Failure to pay in a timely manner, and/or violation of the terms and conditions listed herein, may result in the Tenant being in default of this contract and the commencement of eviction proceedings.

OTHER TERMS. The Lease Contract information listed here and on the Application Agreement should be accurate and read carefully for discrepancies. Any inaccuracies or conflicts should be noted in writing to the Landlord.

1. **Automatic Renewal.** This lease agreement renews on a yearly basis unless Landlord or Tenant provides the other party written notice of termination not less than 30 days before the expiration date. This lease will continue to renew on a yearly basis until either party provides written notice of termination to the other party. Said notice of termination will be effective on the date designated in the notice, but not sooner than 30 days after the notice is given and, at the Landlord's discretion, is not obligated to, but may prorate the rent on a daily basis. Oral notice of termination is not sufficient under any circumstance. The date on which rent is due does not apply to the requirements for providing written notice of termination.
2. **Payments.** Tenant will pay Landlord the entire rent for each full month during the lease. Payment must be received in one payment. Payments postmarked/received after the 5th of any month are subject to a \$25 late charge. Daily late charges for any amount not received by the 5th are \$5 per day.
After 30 days of delinquency, Tenant will be considered in default of this agreement and eviction proceedings may begin, including lock out procedures; a statutory lien may be placed on certain items of Tenant's property and the Security Deposit may be forfeit. Returned check charge: \$30/ck.
3. **Application of Funds:** Landlord will apply all funds received from the Tenant to any non-rent obligations first, (including, but not limited to, late/bad check charges, chargebacks for repairs, unpaid utilities, etc.), then to the rent, regardless of any notation written on Tenant's check.
4. **Homeowners Association Dues, Utilities & Repairs.** Landlord will pay and be responsible for any applicable Homeowners Association dues regarding this property. Tenant will be responsible for the rent, electricity, water, applicable City of Houston/Community or applicable HOA violations, fines and the first \$100 of internal/maintenance repairs. Landlord will be responsible for installed major appliance failures not caused by Tenant negligence. Tenant should notify Landlord of any applicable repairs in writing. Landlord may require the advance payment of funds for repairs for which Tenant is solely liable. If Tenant fails to reimburse Landlord for any repairs that Tenant is obligated to pay, Tenant will be in default of this lease. If Tenant is delinquent in rent at the time the repair notice is given, Landlord is not obligated to make the repair(s). Subchapter B of Chapter 92 of the Texas Property Code governs the rights and obligations regarding repairs.
5. **Sublet, Guests and Replacement Tenants:** Tenant may not reassign this lease or sublet the property without Landlord's written consent. Tenant may not permit any guests to stay on the property longer than the 15 days without Landlord's written permission.
6. **Move-In Condition:** Landlord makes no express or implied warranties as to the property's condition. This is a 1950 circa building and repairs are continual/intermittent. Tenant will inspect the property before move-in and accept it as it is. Tenant has within 2 days after the move-in date to submit a photo of any concerns regarding the property. Said concerns may be emailed to home@moshows.com
7. **Move-out Condition:** Upon termination of this lease, Tenant will surrender the property in the same condition as when received, normal wear and tear excepted. Tenant should leave the property in a clean condition, free of all trash, debris, and any personal property. Tenant may not abandon the property. If Tenant leaves any personal possessions in the premises after surrendering the property to the Landlord, Landlord may dispose of such personal property in the trash or a landfill or donate such personal property to a church or non-profit organization.
8. **Security Deposit.** Upon execution of this Lease, Tenant will pay the before listed security deposit as per Texas Property Code #92.102. Any costs to restore the property in its original leased condition will be

deducted from the security deposit, with the balance refunded to the Tenant within 30 days after move-out...provided Tenant has offered the required 30 days notification, return of all keys/access devices and provided a forwarding address. Property Code #92.102 provides that the 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. Bad faith violations of #92.102 may subject Tenant to liability up to three times the rent wrongfully withheld, plus the Landlord's attorney's fees. 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 the Landlord's bank account.

Landlord may charge Tenant or deduct reasonable charges from the security deposit for:

- a) all unpaid and/or accelerated rent; all unpaid late charges; all unpaid utilities and utility expenses; all unpaid debt charges;
- b) all homeowners Association violations and/or fines imposed by the HOA on the Tenant; the cost to replace unreturned keys, garage door openers, security devices or other components;
- c) the removal of unauthorized locks or fixtures installed by the Tenant; damages to the property, excluding normal wear and tear; Landlord's cost to access the property is made inaccessible by the Tenant; missing or burned-out light bulbs;
- d) removing tracking and storing of abandoned property;
- e) costs of advertising or reelecting it if Tenant is in default;
- f) attorneys fees, court costs, and other reasonable costs incurred in any legal proceeding;
- g) removal of abandoned or illegally parked vehicles;
- h) postage and other mailing costs associated with sending notices to Tenant for violations of this lease
- i) costs for which Tenant is responsible for cleaning your arising exterminating and maintaining the property;
- j) costs to repair walls flooring landscaping or other alteration to the property not approved in writing by the Landlord or the homeowners association; and
- k) any and all other unpaid charges or fees or other items for which Tenant is responsible under this lease.

Should deductions exceed the security deposit, Tenant will be responsible to pay the Landlord the excess within 10 days Landlord's written invoice.

9. **Property Maintenance:** Tenant's rent X includes ___ does not include ...the cost of standard lawn mowing and trimming services. Tenant, at Tenant's expense must:

- (a) abide by all City of Houston and Homeowners Community maintenance rules and bylaws
- (b) promptly dispose of garbage in receptacles, for Tuesday pickup. Receptacles may be placed on the street no earlier than 6pm on Monday and must be removed before Wednesday morning;
- (c) replace/clean all heating and air conditioning filters in a timely manner;
- (d) replace all burnt out light bulbs and batteries for smoke detectors;
- (e) keep the property clean and sanitary;
- (f) keep the lawn watered and maintained between mowings;
- (g) take action to prevent broken water pipes due to freezing;
- (h) order and pay for additional extermination caused as required by Tenant;

- (i) border the foundation of the property at reasonable and appropriate times;
- (j) replace any lost keys;
- (k) notified Landlord, in writing, of any and all needed repairs in a timely manner.

10. **Utilities: Rent includes reasonable estimate for utilities as placed in Landlord's name.** Tenant shall be responsible for paying all excessive fees, service fees, usage fees and any other additional costs or fees for utilities, kept in Landlord's name to the property. Tenant will be billed and must be is responsible for paying excessive and billed charges for the following utilities at all times that this lease is in effect: electricity, water, gas, wastewater and garbage services
11. **Tenant's General Responsibilities.** Tenant, at Tenant's expense, must keep the property clean and sanitary; supply and change air conditioning filters at least once a month; supply and replace light bulbs and smoke detector batteries; take precautions to prevent broken or leaky water pipes; replace lost or stolen keys; pay for any recreational utilities (telephone, internet, cable, etc.); pay any preventive or additional extermination costs desired by Tenant; and promptly dispose of all garbage in appropriate receptacles. Any notice Landlord gives either Tenant (s) is considered notice to all; and any notice from you or your co-Tenant(s) is considered notice from all.
12. **HOA Rules:** Tenant is responsible for and must comply with all general homeowners association rules and restrictions as it pertains to the property. Tenant will reimburse the Landlord for any fines or other charges --that Tenant does not pay in a timely manner-- that are assessed against the property for violations by Tenant Tenant's guests or relatives.
13. **Prohibitions.** Tenant may not: conduct a commercial retail business on the property; make holes in the woodwork or wall, except for the hanging of artwork; permit any water furniture on the property; keep or permit any hazardous material on the property, cause or allow any mechanic's or other lien to be filed against any portion of the property or make major renovations without Landlord's permission.
14. **Keys.** Landlord will furnish keys only after: (1) all parties have signed the Lease Contract and other rental documents; and (2) all applicable rents and security deposits have been paid in full. Tenant may not remove, change or re-key any lock without providing Landlord a copy of the new key.
15. **Prohibitions:** Any fixture Tenant installs on the property, authorized or unauthorized, such as doors, chandelier, additional smoke detectors, locks, alarm systems, cables, satellite dishes, or other such fixtures, will become the property of the Landlord. Tenant may not:
- (a) remove, change, add, or rekey any lock; permit water furniture on the property; remove any portion of the property from the property;
 - (b) make excessive holes in the woodwork floors or walls except a reasonable number needed to hang pictures and decorative artwork;
 - (c) store or permit any material or item which causes liability or fire and extended insurance coverage to be suspended or canceled or premiums to be increased.
16. **Pet(s)**
If your animal(s) are allowed with written permission of the Landlord (See pg 1). A photo of the animal(s) and a \$150, non-refundable fee may be required. Unauthorized animal violation charges: are: \$150 plus a daily charge of \$10 for each unauthorized day.
17. **Parking Rules:**
Tenant may not permit more than four vehicles on the property on a regular basis, unless authorized by Landlord in writing. Tenant may not park or permit any person to park any vehicle in the yard. Tenant may part vehicles only in the driveway, the garage, or public parking spaces on the street. Tenant may not allow vehicles parked in the driveway to block the sidewalk at any time. Tenant may not store or permit any person to store any vehicle on the property or on the street for more than 24 hours without moving

(city ordinance). Landlords may have towed, at Tenant's expense, any inoperable vehicle on or adjacent to the property and/or any vehicle parked in violation of any law, local ordinance or Homeowners Association rules.

18. **Access by Landlord.** Landlord or representative may enter the property by reasonable means, at reasonable times, without notice, to inspect the property for condition, make repairs, show the property to prospective Tenants (during the final 30 days of the lease), or inspectors, fire marshals, appraisers, or insurance agents, exercise a statutory lien, etc.
19. **Phone numbers and e-mail addresses:** Tenant must properly inform Landlord of any and all changes in Tenant's e-mail, home mobile and work phones not later than five days after the contact information changes.
20. **Liability.** Unless caused by Landlord's negligence, Landlord is not responsible to Tenant, guests, family or occupants for any damages, injuries or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, assault, vandalism, other persons, condition of the property, environmental contaminants, or other occurrences or casualty losses. Tenant should secure his/her own insurance coverage for protection against the above.
21. **Repair Requests:** Requests for repairs on the property must be in writing, e-mail to home@moshows.com in a timely manner. If Tenant is delinquent on their rent at the time of repair notices given, Landlord is not obligated to make the repair. In the event of an emergency that materially affects the physical health or safety of the Tenant, Tenant should call **713-521-0900**. Landlord is only obligated to complete a repair during regular business days unless required to do so by the Texas property code. Landlord will not pay to repair the following items unless caused by Landlord's negligence: conditions caused by Tenant, an occupant, or guest of the Tenant; damage to doors windows and screens; damage from waste water stoppage caused by foreign or inappropriate objects in the line; objects that are cosmetic in nature; and water damage caused by negligence on the part of the Tenant. If, after making arrangements with Tenant to complete a repair, the repair person is unable to access the property, Tenant will pay any trip charge the repair person may charge.
22. **Landlord's Lien:** Landlord will have a lien for unpaid rent against all of Tenant's nonexistent personal property that is on the property and may see such nonexistent property if Tenant fails to pay rent. Subchapter C., chapter 54, of the Texas property code, governs the rights and obligations of the parties regarding Landlord's lien. Landlord may collect a charge for packing, removing or storing property seized in addition to any other amounts Landlord is entitled to receive. Landlord may sell Tenant's personal property in accordance with the provisions of paragraph 54.045 of the Texas property code.
23. **Subordination:** This lease and Tenant's leasehold interest are, and will be, subject, subordinate, and inferior to any lien or encumbrance not or later placed on the property by the Landlord; all advances made under any such lien or encumbrance; the interest payable on any such lien or encumbrance; any and all renewals and extensions of any such lien or encumbrance; any restrictive covenant; and the rights of any owners' association affecting the property.
19. **Default.** If Landlord fails to comply with this lease, Tenant may seek any relief provided by law. If Tenant fails to comply with this lease or timely pay all amounts due under this lease, Tenant will be in default and
 - a) Landlord may terminate Tenant's right to occupy the property by providing Tenant with a 30 day notice to vacate;
 - b) All unpaid rents which are payable during the remainder of this lease or any renewal period may be accelerated without notice or demand;
 - c) Landlord may exercise a Landlord's lien as per Texas Property code including change lock procedures and any other recovery to which Landlord may be entitled by law. Should such a default occur, Tenant will be liable for any lost rent; advertising fees leasing fees, utility charges and or fees necessary to relet the property; repairs to the property for use beyond normal wear and tear; all costs associated with eviction of Tenant; all costs associated with collection of amounts due under

this lease, including but not limited to, collection fees, late charges, and returned check charges; and any other recovery to which the Landlord may be entitled by law.

20. **Casualty Loss or Condemnation:** Section 92.354 Property Code governs the rights and obligations regarding a casualty loss to the property. Any and all payments, settlement or other sums paid because of a casualty loss to the property will be the landlord's sole property.

21. **Landlord's insurance does not cover Tenant from loss of personal property.** Landlord recommends that Tenant obtain insurance for casualties such as fire, flood, water damage and theft. Tenant herein represents that the purchase or non-purchase of said insurance is Tenant's choice.

THIS LEASE CONTRACT AND ITS RENTAL APPLICATION ARE BINDING LEGAL DOCUMENTS WHEN SIGNED.

Tenant(s) signature along with the Landlord and/or Landlord's representative's signature(s) below indicate an intention to honor the above lease agreement and acceptance of the property to be leased as is, except for conditions affecting the safety or health of ordinary people.

You declare that all your statements on all pages of all documents submitted are accurate and complete.

In lawsuits relating to the Application or Lease Contract, the prevailing party may recover attorney's fees and litigation costs from the losing party.

Landlord may at any time, furnish information to consumer reporting agencies and other rental housing owners regarding your performance of your legal obligations, including both favorable and unfavorable information about your compliance with the Lease Contract, the rules, and financial obligations.

Additional provisions or changes may be made in the lease contract if agreed to, in writing by all parties. You are entitled to a copy of this lease contract for advanced legal consultation and once it is fully signed.

Tenant's Signature: _____ Date: ____/____/____

Tenant's Signature: _____ Date: ____/____/____

Signature of Landlord/Landlord's Representatives:

_____ Date: ____/____/____

Kijana Wiseman-Fusilier / Aundra Sebstian Fusilier