EZ Home Rental – Resident Responsibilities & Property Standards Addendum

(Some items may not be applicable. No specific order)

Address: _____

Tenant Name(s): _____

This Addendum is incorporated into and made part of the Residential Lease Agreement (TAR 2001) and supplements applicable Lease provisions. Some items may not apply.

1. RENT, PAYMENTS & LATE FEES (Lease ¶3, ¶4, ¶7, ¶24)

- Rent is due on the **1st of each month** and is considered late after the **3rd**. If rent is not paid by the end of the **3rd**, a late fee equal to **10% of the monthly rent**, plus **$5 per day thereafter**, will be assessed in accordance with the lease and applicable Texas Property Code.
- Partial payments do not stop late fees. Returned payments are treated as unpaid rent. Late fees accrue from the **4th** until paid in full. NSF/Returned Payment Fee: **$75 per occurrence**.
- After a returned payment, Landlord may require future payments by certified funds or Zelle®.

2. DEFAULT & LEGAL ENFORCEMENT (Lease ¶24, ¶26, ¶27)

- Failure to comply with the Lease or this Addendum is a default. Notices to Cure may be issued; **$25** administrative fee per Notice to Cure and **$100** per occurrence Lease Violation Fee.
- Evictions may be filed on or after the 7th if rent remains unpaid. If payment is accepted after filing, Tenant must pay a **$250** Eviction Dismissal Fee plus all rent, late fees, attorney fees, court costs, and balances. Acceptance does not reinstate tenancy unless agreed in writing.

3. UTILITIES (Lease ¶8)

- Tenant must transfer and maintain required utilities in Tenant's name and provide proof upon request. Failure may result in a **$50** utility administrative fee plus full reimbursement of usage/invoice amounts.

4. HOA & PROPERTY COMPLIANCE (Lease ¶9B, ¶10, ¶21, ¶24)

- Tenant must comply with HOA rules and deed restrictions and cure tenant-caused violations within three (3) days of notice, including yard, storage, parking, inoperable vehicles, broken windows/exterior damage, or other visible community-standard violations.
- Tenant is responsible for all HOA fines plus a **$75** administrative fee per violation. Failure to comply constitutes default.

5. PROPERTY MAINTENANCE & CARE (Lease ¶14, ¶15)

- Tenant must keep the property clean and safe, maintain yard/landscaping, remove debris, promptly report damage, and repair tenant-caused damage. If Tenant fails to maintain the property, Landlord may perform services at **$75** per occurrence plus cost of service.
- Tenant is responsible for minor repairs under **$50** and plumbing stoppages not caused by structural defects.

6. HVAC & PEST CONTROL (Lease ¶14A, ¶15, ¶23)

- Tenant must replace HVAC filters every **90** days and maintain quarterly pest/rodent control through a licensed contractor, providing proof of service. Attic filters will be replaced by a contractor at Owner expense.
- Failure: HVAC **$250** per occurrence; pest control **$75** plus cost of service.

7. ACCESS, SHOWINGS & INSPECTIONS (Lease ¶11)

- Tenant must allow access for inspections, repairs, and showings. Denied access: **$125** per occurrence plus applicable trip charges. Withdrawal of access for key-box placement: one month's rent.
- Tenant agrees to periodic interior/exterior inspections by Property Manager with no less than 48-hour notice by email, call, or text. Inspections may be in person or self-inspection.

8. ALTERATIONS & PROPERTY USE (Lease ¶9C, ¶14D, ¶15D)

- Tenant may not alter, paint, or modify the property without written consent; must promptly report damage and maintain property condition. Violations may result in charges of **$350–$1,000** per occurrence.

9. SMOKING & CLEANLINESS (Lease ¶7E, ¶13, ¶14F)

- Smoking is prohibited unless authorized. Violation: **$250** per occurrence plus cleaning/damage costs. Excess trash or abandonment may result in full deposit forfeiture.

10. KEYS, LOCKS & SECURITY DEVICES (Lease ¶13, ¶16)

- Tenant may not change locks without approval and must return all keys/access devices at move-out. **Unreturned items: $150/key, $100/access device, $50/lockbox; rekey at actual cost.**

11. APPLIANCES & REPAIRS (Lease ¶2, ¶14D, ¶15D)

- Tenant is responsible for damage due to misuse, non-covered repairs under the Lease, and plumbing stoppages not caused by tree roots or drain-line breaks.
- Appliances covered by this provision are limited to the **Refrigerator, Washer, and Dryer** provided with the property.

Appliance Responsibility (check one):

☐ **Owner Maintained:** Owner is responsible for normal maintenance and repairs, excluding tenant-caused damage, misuse, or neglect.

☐ **Convenience Only – Owner Not Responsible:** Appliances may remain at the property for Tenant's use; however, Owner is **not responsible for maintenance, repair, or replacement** if an appliance becomes damaged, inoperable, or reaches the end of its useful life, except as otherwise required by law.

12. MOVE-OUT & SURRENDER (Lease ¶7E, ¶13, ¶16)

- Tenant must return the property professionally cleaned and vacant. Charges may include actual costs for cleaning, carpet, repairs, rekey, and removal of abandoned items.

13. HOLDOVER (Late Move-Out) & EARLY TERMINATION (Lease ¶19, ¶25)

- **Holdover:** 3x daily rental rate plus **$65** admin fee. **Early Termination:** 2x monthly rent plus one month's rent replacement fee.

14. ADDITIONAL RENT (Lease ¶4G, ¶6, ¶7E, ¶11, ¶24, ¶28)

- All fees and charges stated in this Addendum are Additional Rent, immediately due, collectible through eviction or collections, and deductible from the security deposit as permitted by the Lease/law.

15. LIABILITY & INSURANCE (Lease ¶18, ¶31I)

- Tenant must maintain **$100,000** liability insurance. Failure results in **$30**/month. Tenant is responsible for damage caused by Tenant, guests, or pets.

16. INDEMNIFICATION (Lease ¶18, ¶24, ¶26)

- Tenant agrees to defend, indemnify, and hold harmless Landlord and EZ Home Rental from claims arising from Tenant occupancy, actions of tenants/guests/pets, or Lease violations, excluding Landlord gross negligence.

17. ATTORNEY'S FEES (Lease ¶24, ¶26)

- Tenant agrees to pay attorney fees, court costs, and collection costs. Landlord may recover fees even if partially prevailing.

18. INDEMNITY AS ADDITIONAL RENT (Lease ¶24, ¶26)

- All indemnification costs are Additional Rent, immediately due, and enforceable under default remedies.

19. GENERAL PROVISIONS (Lease ¶30)

- Joint and several liability applies; no waiver of rights; Texas law governs.

RESIDENT FEE SCHEDULE

Detailed Resident Fee Schedule: For a complete list of applicable tenant fees and charges, please visit the **Tenant Resources** section of the EZ Home Rental website.

Tenant acknowledges receipt of and access to the full Resident Responsibilities & Property Standards Addendum.

TENANT SIGNATURES

Tenant Name: _____ Tenant Signature: _____

Tenant Name: _____ Tenant Signature: _____

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LANDLORD / PROPERTY MANAGER

EZ Home Rental By: _____