

RESIDENTIAL LEASE AGREEMENT (Texas)

1. Parties

Landlord (or Agent): [NAME OF LANDLORD OR LANDLORD'S AGENT]
Address: [address of Landlord or Agent]

and

Tenant: [NAME(S) OF TENANT(S)]

2. Address of Leased Premises

[street address]
[city / town], Texas [zip] (the "Premises")
[if lease is 1 year or longer, add legal description as well]

3. Term

The duration of this Lease shall be for a fixed term, commencing on the ____ day of _____, _____ (the "Commencement Date") and terminating on the ____ day of _____, _____ (the "Termination Date").

4. Automatic Renewal and Notice of Termination

This Lease will automatically renew on a month-to-month basis unless either party provides the other party with written notice of termination at least thirty (30) days before the Termination Date or the end of any renewal period. If this Lease is automatically renewed on a month-to-month basis, either party may terminate the renewal of this Lease by providing written notice to the other party and the renewal will terminate: *[choose the appropriate option and delete the option that does not apply]*

(a) on the last day of the month in which the notice is given if notice is given on the first day of the month. If the notice is given on a day other than the first day of the month, the renewal will terminate on the last day of the month following the month in which the notice is given.

OR

(b) on the date designated in the notice but not sooner than thirty (30) days after the notice is given and, if necessary, rent will be prorated on a daily basis.

If neither of the above choices has been deleted, option (a) will be deemed to apply to this Lease. Time is of the essence for providing notice of termination (strict compliance with dates by which notice must be provided is required). ALL NOTICES HEREUNDER MUST BE IN WRITING. A VERBAL NOTICE WILL BE DEEMED TO BE INSUFFICIENT AND INVALID.

5. Rent & Other Charges

The total rent due under this Lease is the sum of [TOTAL RENTAL DUE IN WORDS] DOLLARS (\$###.##) payable in ____ monthly installments of \$###.## per month to be made on the first day of each month. The total monthly rent installments and charges due under this Lease are as follows (all of which are collectively referred to as "rent payments"):

Rent	\$###.## per month
Water & sewer	\$###.## per month
Other: <i>[describe]</i>	\$###.## per month
TOTAL RENT:	\$###.## per month

Tenant will pay as prorated rent from the Commencement Date to the first day of the following month the sum of \$###.## on or before _____.

All rent payments are due on the first (1st) day of each calendar month during the Term of this Lease. Rent payments shall be paid by check, pre-authorized debit or money order, and shall be made as one payment each month. Cash will not be accepted under any circumstances. By providing written notice to Tenant, Landlord may require Tenant to pay the amounts due under this Lease by certified funds. All rent payments and other payments to be made hereunder shall be made by mail or personal delivery to the Landlord at the address hereinbefore set out as the Landlord's address, or such other address as the Landlord may from time to time designate in writing to the Tenant. If rent payments are being sent by regular mail, the Tenant is responsible for ensuring that such payments are mailed with sufficient time to allow delivery by the 1st day of the month. If any rent payment is hand delivered to the Landlord, the Tenant should request a receipt from the Landlord as confirmation.

Tenant Initials: _____

Landlord Initials: _____