



WILLIAMSON COUNTY
PURCHASING DEPARTMENT
901 South Austin Ave
GEORGETOWN, TEXAS 78626

<http://wcportals.wilco.org/Procurement/>

INVITATION FOR BIDS

**LEASE OF RESIDENTIAL PROPERTY AT 9769 HWY 29 W,
GEORGETOWN, TEXAS 78628 ("Premises")**

BID NUMBER: 14IFB00247

BIDS MUST BE RECEIVED AT OR BEFORE: September 16, 2014 3:00 PM

BIDS WILL BE PUBLICLY OPENED: September 16, 2014 – 3:00 PM

Williamson County is soliciting sealed bids from interested bidders for the residential lease of the Premises.

BID SUBMISSION

DEADLINE: Bids must be received in the Williamson County Purchasing Department at or before **3:00 PM on September 16, 2014**. Bids will be publicly opened at 3:00 pm or soon thereafter in the Williamson County Purchasing Department.

METHODS: Sealed bids may be hand-delivered or mailed to the *Williamson County Purchasing Department, Attn: Connie Singleton, 901 S. Austin Ave., Georgetown, Texas 78626*.

FAX/EMAIL: Facsimile and electronic mail transmittals will not be accepted.

BID REQUIREMENTS

SUBMITTAL: One (1) original bid and three (3) copies should be submitted and consist of the COMPLETED AND SIGNED Bid Form and any other required documentation. **All copies should have the same attachments as the original.**

SEALED: All bids should be returned in a sealed envelope with the **bid name and number**, clearly marked on the outside. If an overnight delivery service is used, the bid name

and number should be clearly marked on the outside of the delivery service envelope.

REFERENCES: Williamson County requires bidder to supply with this bid a list of at least three (3) references bidder has leased property from in the past. If bidder is unable to provide at least three (3) such references, bidder shall inform Williamson County of such inability and bidder shall include as many references as he/she can provide. For each reference, **include name of reference, address, telephone number and name of representative.**

LEGIBILITY: Bids must be legible and of a quality that can be reproduced.

FORMS: All bids should be submitted on the forms provided in this Invitation for Bids. Changes to forms made by bidder may disqualify their bid.

LATE BID: Bids received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

RESPONSIBILITY: It is expected that a prospective bidder will be able to affirmatively demonstrate bidder's responsibility. A prospective bidder should be able to meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required lease payment;
- c) be otherwise qualified and eligible to receive an award of the Residential Lease being offered.

Williamson County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

AWARD

THIRTY DAYS: Award of the bid to the highest and best bid should be made within approximately thirty (30) days after the bid opening date. Results may be obtained by contacting the Purchasing Contact.

REJECTION OR ACCEPTANCE: No more than one bid will be awarded. It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all bids, and to waive informalities or defects in the bid or to accept such bid it shall deem to be in the best interest of Williamson County.

CONTRACT/LEASE AGREEMENT: This BID, when properly accepted by Williamson County and awarded, shall constitute a contract equally binding between the successful bidder and Williamson County.

The successful bidder shall be required to sign the lease agreement, which is attached hereto and entitled Residential Lease Agreement. The terms of this contract (this bid when properly accepted by Williamson County) and the Residential Lease Agreement shall be collectively referred to herein as the "Lease Agreement." If, after the bidder executes the Residential Lease Agreement, there is a conflict between the terms and conditions of this contract and the Residential Lease Agreement, the terms and conditions of the Residential Lease Agreement shall control.

CONTRACT ADMINISTRATION: Under the Residential Lease Agreement, **Gary Wilson**, Williamson County Facilities Director, 512-943-1636, shall be the **lease administrator** and

manager with the designated responsibility to ensure compliance with the requirements of the Lease Agreement, such as but not limited to, acceptance, inspection and delivery. The said lease administrator and manager will serve as liaison between Williamson County Commissioners Court and the successful bidder.

CONTRACT PERIOD: The earliest date that the term of the Residential Lease Agreement shall commence is the first (1st) day of the month immediately following the date of award and continue until one (1) year thereafter ("Initial Term"). The Lease Agreement may be renewed as described and set forth under "LEASE EXTENSIONS" below.

LEASE EXTENSIONS: On or before the expiration of the Initial Term, the Williamson County Commissioners Court reserves the right to extend the lease, by mutual agreement of both parties, as it deems, in its sole discretion, to be in the best interest of Williamson County. Any such extensions will be in twelve (12) month increments for up to five (5) additional years, with the terms, covenants and conditions of the Lease Agreement remaining the same for any extension; and with a price escalation for each extended term of no more than the consumer price index for each such new extended term, as more fully set forth in the Residential Lease Agreement. Each new extension of the lease is contingent upon the approval of Williamson County Commissioners Court for each extended lease term in question. The County and the bidder agree that termination shall be the bidder's sole remedy if the Williamson County Commissioners Court decides not to extend the Lease Agreement for additional term(s), as set forth above.

BID CONTACTS

Any questions, clarifications or requests for general information should be directed to:

TECHNICAL CONTACT:

Gary Wilson (or successor)
Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1636
Fax: (512) 930-3313
Email: facilities@wilco.org

PURCHASING CONTACT:

Connie Singleton
901 S. Austin Ave.
Georgetown, TX 78626
(512) 943-1553
csingleton@wilco.org

MISCELLANEOUS

RENTAL AMOUNT: The bid monthly rental amount must be good until the end of the Initial Term. Bids which do not state a fixed rental amount, or which are subject to change without notice, will not be considered. The Court may award a lease for the period implied or expressly stated in the highest and best bid.

AD VALOREM TAXES AND BASE RENT: AN AMOUNT EQUAL TO ONE-TWELFTH THE AMOUNT OF THE ANNUAL AD VALOREM TAXES ASSESSED AGAINST THE PREMISES IN THE PRECEDING CALENDAR YEAR SHALL BE ADDED TO THE MONTHLY RENTAL AMOUNT. THE SUM OF THE MONTHLY RENT AMOUNT AND THE ONE-TWELFTH THE AMOUNT OF THE ANNUAL AD VALOREM TAXES ASSESSED AGAINST THE PREMISES IN THE PRECEDING CALENDAR YEAR SHALL CONSTITUTE THE BASE RENT. PROSPECTIVE BIDDERS ARE ENCOURAGED TO CONTACT THE WILLIAMSON CENTRAL APPRAISAL DISTRICT TO INQUIRE ABOUT THE AMOUNT OF AD VALOREM TAXES THAT WILL BE ASSESSED AGAINST THE PROPERTY PRIOR TO MAKING A BID.

STATEMENTS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Bid Packages and/or Bid Instructions/Requirements.

PAYMENT: Unless otherwise approved or agreed to by Williamson County, complete rental payments will be made per month in advance on the First (1st) day of each calendar month, as more fully set forth in the Residential Lease Agreement.

Payments must be in accordance with the terms of the Residential Lease Agreement.

CONFLICT OF INTEREST: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2006, Vendor's are responsible for complying with Local Government Code Title

5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link: <http://www.wilco.org/CountyDepartments/Purchasing/ConflictOfInterestDisclosure/tabid/689/language/en-US/Default.aspx>

The Williamson County Conflict of Interest Statement is located on page 10. This form must be completed, signed, and submitted with your Bid.

ETHICS: The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

DOCUMENTATION: Bidder shall provide with this response, all documentation required by this Invitation for Bids. Failure to provide this information may result in rejection of the bid.

TERMINATION FOR CAUSE: Williamson County reserves the right to terminate this contract and/or the Residential Lease Agreement in the event of bidder's breach or default. As for termination of the Residential Lease Agreement, please review the termination provisions set out therein.

TERMINATION FOR CONVENIENCE: Williamson County, as the landlord, may terminate this contract and the Residential Lease Agreement, for convenience and without cause, upon Ninety (90) calendar day's written notice to the successful bidder (the tenant). Provided that the successful bidder (the tenant) does not owe any amounts under the contract or the Residential Lease Agreement and is not otherwise in default, the successful bidder (the tenant) may terminate the contract and the Residential Lease Agreement, for convenience and without cause, upon Ninety (90) calendar day's written notice to Williamson County. In the event of either parties' termination pursuant to this provision, all amounts that are due as of the date of termination shall be paid to Williamson County. Furthermore, Williamson County shall reimburse the successful bidder (the tenant) for the pro-rata portion of any prepaid rents for the unused unexpired portion of the month.

REMEDIES FOR DEFAULT: In the event of breach or default of this contract and/or the Residential Lease Agreement, Williamson County reserves the right to enforce the

performance thereof in any manner prescribed by law and/or in any manner set forth herein or in the Residential Lease Agreement.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

COMPLIANCE WITH LAWS: The successful bidder shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this bid including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

INSPECTION OF PREMISES: THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". Bidders are encouraged to inspect the Premises being offered for lease under this Invitation for Bids prior to submitting a bid. Please contact the Technical Contact referenced above to schedule a time to inspect the Premises. Bidder further acknowledges and agrees that having been given the opportunity to inspect the Premises, bidder is relying solely on its own investigation of the Premises and not on any information provided or to be provided by Williamson County.

CONDITION OF PREMISES AND LIMITATIONS OF WARRANTIES. BY SUBMITTING A BID IN RESPONSE TO THE THIS INVITATION FOR BIDS, BIDDER HEREBY AGREES AND STIPULATES THAT THE PREMISES HAVE BEEN EXAMINED BY BIDDER, INCLUDING THE GROUNDS AND ALL BUILDINGS AND IMPROVEMENTS, AND THAT, AT THE TIME OF SUBMITTING ITS BID, THEY ARE IN GOOD ORDER AND REPAIR AND IN A SAFE, CLEAN, AND TENANTABLE CONDITION. BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, WILLIAMSON COUNTY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT AUTHORIZED BY LAW, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR

CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE SUITABILITY OF THE PREMISES FOR ITS INTENDED USE, (C) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (D) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (E) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT WILLIAMSON COUNTY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, BIDDER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY WILLIAMSON COUNTY. BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT WILLIAMSON COUNTY HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". BIDDER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THE CONTRACT AND/OR THE RESIDENTIAL LEASE AGREEMENT. BIDDER ACKNOWLEDGES THAT NO AGREEMENTS HAVE BEEN MADE REGARDING FUTURE REPAIRS UNLESS OTHERWISE SPECIFIED HEREIN OR IN THE RESIDENTIAL LEASE AGREEMENT. BIDDER SHALL COMPLETE AN INVENTORY AND CONDITION FORM, NOTING ANY DEFECTS AND DAMAGES TO THE

PREMISES, AND DELIVER SAME TO WILLIAMSON COUNTY WITHIN 48 HOURS AFTER THE COMMENCEMENT DATE OF THE RESIDENTIAL LEASE AGREEMENT. BIDDER'S FAILURE TO TIMELY DELIVER THE INVENTORY AND CONDITION FORM TO WILLIAMSON COUNTY WILL BE DEEMED AS BIDDER'S ACCEPTANCE OF THE PREMISES IN A CLEAN, UNDAMAGED, AND GOOD CONDITION. (The Inventory Checklist Condition of Rental Property is attached the Residential Lease Agreement. Said Inventory Checklist Condition of Rental Property shall not serve as a request for repair or maintenance of the Premises. Bidder must direct all repair requests to Williamson County according to the terms of the Residential Lease Agreement).

Residential Lease Agreement, at all times during any term of the lease, at bidder's sole cost, bidder shall obtain, at its sole cost, and keep in effect a policy of renter's insurance which provides coverage for damages resulting from personal injuries and/or property loss, which shall be primary as to any other existing, valid and collectible insurance that may be carried by Williamson County, if any. Williamson County shall not be obligated to carry any type of insurance coverage on the Premises or any insurance coverage that would provide coverage for damages resulting from personal injuries and/or property loss. **Successful Bidder will be required to submit Certificates of Insurance prior to being awarded the Contract.**

INSURANCE: As required by the terms of the

Other Provisions:

1. The parties agree and understand that Williamson County, as a governmental entity, cannot enter into long-term contracts or lease agreements, without accepting competitive bids.
2. Except as otherwise set forth herein or in the Residential Lease Agreement, the bidder/tenant shall submit repair and/or improvement requests to Williamson County in writing.

BID SPECIFICATIONS

Williamson County seeks a qualified renter to lease the residential property located at 9769 HWY 29 W, Georgetown, Texas, 78628.

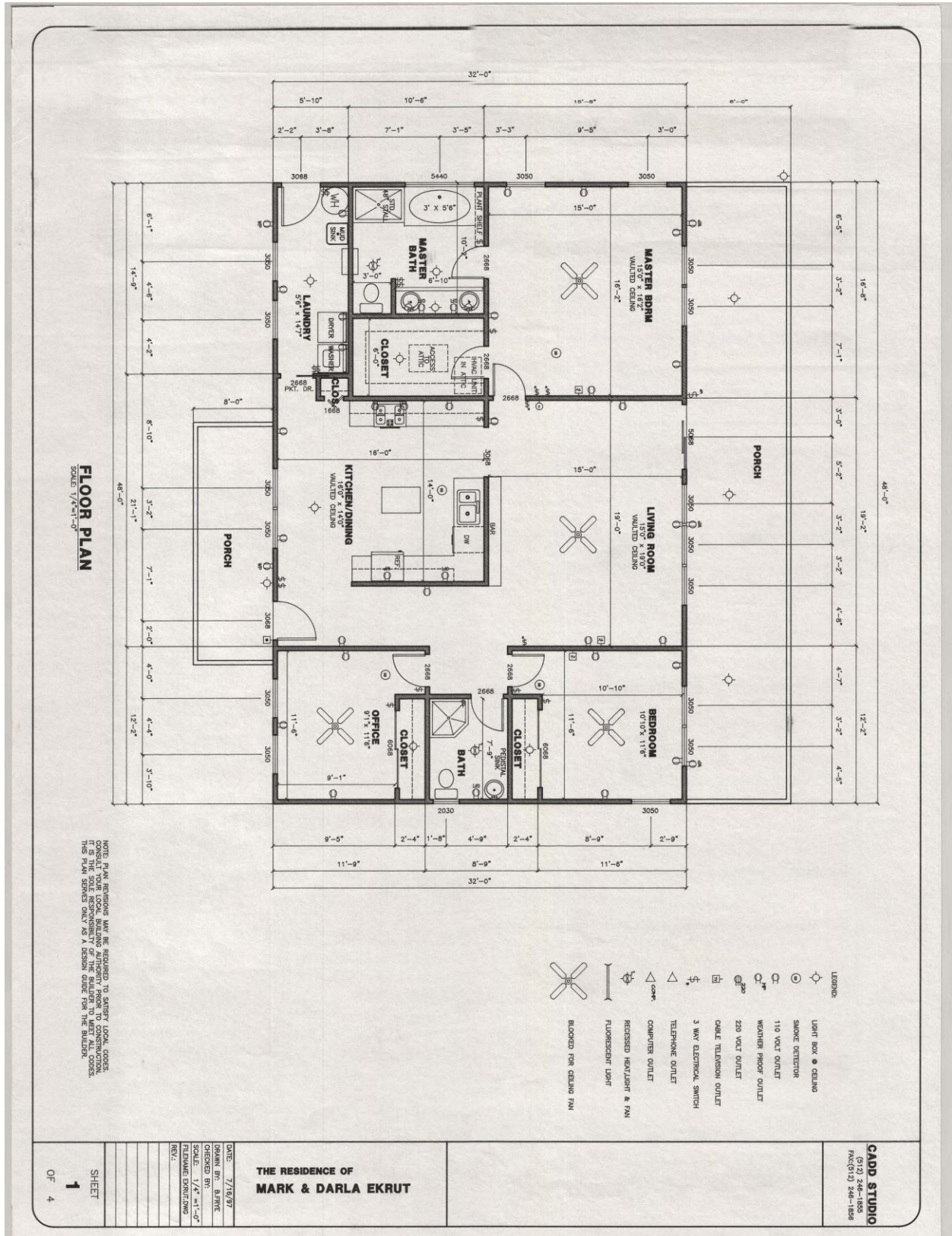
General Description of Premises: The residence is +/-1536 s/f and contains 3 bedrooms and 2 baths. The residence has front and rear covered porches and is located on a large partially fenced lot. The master bath has a Jacuzzi tub with a large shower. The HVAC, water heater and stove are run on propane with the exterior storage tank located near the garage. There is a +/- 480 s/f detached game room located adjacent to the rear covered porch for easy access. A +/- 1200 s/f detached garage/storage (without electricity) is located near the house and it has a 12 X 18 covered storage located along the rear. The lot has a large fenced area between the house for pets and garage. There is no availability for cable TV or internet service in the area. Utilities are PEC for electric, Chisholm Trail SUD for water, propane delivery by a company of choice and a private septic located on the property. Garbage collection services is by contract. The acreage surrounding the Premises shall not be included in the Lease.

Attached to the pages herein below is (1) a picture of the front of the residence; and (2) a floor-plan of the residence.

Picture of the Front of the Residence



Floor-Plan of the Residence



Bid Award Process:

All bids will be reviewed and ranked by Williamson County staff. An oral interview may be held if necessary. The staff will make its recommendation to the Williamson County Commissioners Court, which will award a property lease to the overall highest and best bidder.

The bidder that is selected will be informed of such selection and he/she must thereafter execute the attached Residential Lease Agreement in its unmodified form. If such bidder refuses to execute the attached Residential Lease Agreement within Seven (7) days following Williamson County's selection of said bidder or if such bidder otherwise refuses to comply with his/her bid hereunder, Williamson County may select the party chosen as the next highest and best bidder and so on until the attached Residential Lease Agreement is executed.

Bid Submission Requirements

All bid submissions shall include the following completed forms and required information:

1. Williamson County Bid Form containing the bid lease price per month to Williamson County;
2. Three (3) Leasing References with contact names, addresses, and phone numbers (If bidder is unable to provide at least three (3) such references, bidder shall inform Williamson County of such inability and bidder shall include as many leasing references as he/she can provide); and
3. Williamson County Conflict of Interest Statement.



WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

Printed name of person submitting form:

Name of Company:

Date:

Signature of person submitting form:

Notarized:

Sworn and subscribed before me

by: _____

on _____
(date)

WILLIAMSON COUNTY BID FORM
LEASE OF RESIDENTIAL PROPERTY AT 9769 HWY 29 W,
GEORGETOWN, TEXAS 78628 ("Premises")

BID NUMBER: 14IFB00247

NAME OF BIDDER: _____

Mailing
Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

PROPERTY	BID RENT PER MONTH
9769 HWY 29 West Georgetown, Texas 78628	<p>\$_____ /month*</p> <p>*An amount equal to one-twelfth the amount of the annual ad valorem taxes assessed against the Premises in the preceding calendar year shall be added to the monthly rental amount and paid each month as a part of the base rent amount. See Ad Valorem Taxes and Base Rent provision in the Invitation for Bids herein above.</p>

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s), as well as the terms and conditions of the Residential Lease Agreement. By signing below, you acknowledge and agree that have read the entire document and the Residential Lease Agreement and have agreed to the terms therein.

Signature of Bidder

Date : _____, 20____

Printed Name Bidder: _____

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID

RESIDENTIAL LEASE OF PROPERTY AT
9769 HWY 29 W, Georgetown, Texas 78628

RESIDENTIAL LEASE AGREEMENT

The successful bidder shall be required to execute the attached Residential Lease Agreement at the office of the Williamson County Purchasing Department in Georgetown, Texas within seven (7) days after the bid award. Said Residential Lease Agreement shall be in the same form as the lease attached herein below. The only anticipated changes in the Residential Lease Agreement will be to include additional exhibits, to fill in blanks to identify the lessee, and terms relating to the rent and taxes, or to revise the Residential Lease Agreement to accommodate corrections or changes pursuant to addenda issued. **Bidders should raise any questions regarding the terms of the Residential Lease Agreement, or submit requested changes in said terms, in the form of written questions or submittals.** Because the signed Residential Lease Agreement will be substantively and substantially derived from the attached lease, each bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the attached Residential Lease Agreement before submitting a bid. Again, the attached Residential Lease Agreement contains important legal provisions and is considered part and parcel of this Invitation for Bid. Failure or refusal to sign aforesaid Residential Lease Agreement shall be grounds for Williamson County to revoke any award which has been issued and select another bidder.

RESIDENTIAL LEASE AGREEMENT

By this Residential Lease Agreement ("Lease") between Williamson County, Texas, a political subdivision of the State of Texas and the true and lawful owner of the Premises subject of this Lease, (hereafter called "Landlord"); and _____, (hereafter collectively called "Tenant"); Landlord hereby leases to Tenant, and the Tenant hires and takes from the Landlord, all that certain plot of land with the dwelling thereon known and described as 9769 HWY 29 W, Georgetown, Texas, 78628, as further described below, (hereinafter referred to as the "Premises"), to be used and occupied solely as a strictly private dwelling for one family only, by the Tenant and the family of the Tenant and not otherwise, according to the following terms and conditions:

1. PREMISES. The "Premises" shall mean and include the residential house located at 9769 HWY 29 W, Georgetown, Texas, 78628, along with the improvements located thereon. The improvements consist of a +/- 480 s/f detached game room located adjacent to the rear covered porch of the house and a +/- 1200 s/f detached garage/storage (without electricity) located near the house that contains a 12 X 18 covered storage located along the rear, fenced area between the house. The acreage surrounding the house and improvements shall not be included in this Lease.

2. TERM. The "Initial Term" of this Lease shall be One (1) Year commencing on _____, 20____ ("Commencement Date") and ending on _____, 20____ at 11:59 p.m. ("Termination Date").

3. RENT. Tenant agrees to pay, without demand, deduction or offset, to Landlord as rent for the Premises _____ (\$_____) **plus a sum equal to one-twelfth the amount of the annual ad valorem taxes assessed against improvements of the Premises in the preceding calendar year*** ("Initial Base Rent"), on the first (1st) day of each calendar month in advance, beginning on the _____ day of _____, 20____ at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such other place as Landlord may designate in writing.

***AN AMOUNT EQUAL TO ONE-TWELFTH THE AMOUNT OF THE ANNUAL AD VALOREM TAXES ASSESSED AGAINST THE PREMISES (TAXES ASSESSED AGAINST ONLY THE IMPROVEMENTS AND EXCLUDING THE SURROUNDING ACREAGE) IN THE PRECEDING CALENDAR YEAR SHALL BE ADDED TO THE MONTHLY RENTAL AMOUNT. THE SUM OF THE MONTHLY RENT AMOUNT AND THE ONE-TWELFTH THE AMOUNT OF THE ANNUAL AD VALOREM TAXES ASSESSED IN THE PRECEDING CALENDAR YEAR SHALL CONSTITUTE THE INITIAL BASE RENT FOR THE INITIAL TERM. THE BASE RENT FOR EACH EXTENSION TERM FOLLOWING THE INITIAL TERM SHALL BE THE BASE RENT, AS MAY BE ADJUSTED AS SET FORTH BELOW, PLUS ONE-TWELFTH THE**

Initialed for Identification by Tenant: _____, and Landlord _____

AMOUNT OF THE ANNUAL AD VALOREM TAXES ASSESSED AGAINST THE PREMISES IN THE PRECEDING CALENDAR YEAR.

4. **LATE CHARGES AND FEES FOR RETURNED CHECKS.** If Tenant fails to timely pay any month's rent, Tenant will pay Landlord an initial late charge of Twenty Five and No/100 Dollars (\$25.00), plus additional late charges of Fifteen and No/100 Dollars (\$15.00) per day thereafter until rent is paid in full. Time is of the essence for the payment of rent. **Tenant hereby acknowledges that strict compliance with rental due dates is required and that there is no grace period pertaining to the payment of rent.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Landlord may exercise, at law or in equity, for Tenant's failure to timely pay rent (including but not limited to reporting late payments to consumer reporting agencies).

Tenant further agrees to pay Landlord Twenty Five and No/100 Dollars (\$25.00) for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Landlord has received payment in full. Landlord may, upon written notice to Tenant, require Tenant to pay all rents by money order, cashier's check, certified funds, or other means acceptable to Landlord.

5. **OPTION TO EXTEND LEASE.** In the event Tenant wishes to extend this lease following the initial term or any extended term thereafter, Tenant shall provide Landlord with a written request to extend the Lease. Following Landlord's receipt of Tenant's extension request, Landlord shall have the option to deny or accept the request, as it deems in the best interest of Williamson County. If the Landlord accepts Tenant's extension request, the extended term shall begin on the expiration of the Initial Lease Term or the then current "Extension Term" of this Lease, as appropriate. All terms, covenants, and provisions of this Lease shall apply to each such Extension Term. This lease may only be extended for up to a maximum of Five (5) Extension Terms.

The Base Rent will be adjusted on each new commencement date of each Extension Term (the "Adjustment Date") to reflect increases in the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items," issued by the Bureau of Labor Statistics of the United States Department of Labor. The adjustments in the Base Rent will be determined by multiplying the Initial Base Rent by a fraction, the numerator of which is the index number for the last month before the adjustment and the denominator of which is the index number for the first month of the first year of the Term. If the product is greater than the Initial Base Rent, Tenant will pay this greater amount as Base Rent until the next rental adjustment. Base Rent will never be less than the Initial Base Rent.

6. **APPLICATION OF FUNDS.** Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to late charges, returned check charges, charges for repairs that Tenant shall be obligated to pay under the terms of this Lease,

Initialed for Identification by Tenant: _____, and Landlord _____

and unpaid utility charges, then to rent. Tenant's notations on Tenant's payments shall not affect the Landlord's application of funds.

7. SECURITY DEPOSIT. On the execution of this Lease, Tenant shall deposit with Landlord an amount equal to Initial Base Rent, as security for faithful performance of the terms of the Lease. The deposit shall be held in a separate account for the benefit of Tenant, and it shall be returned to Tenant, without interest and less any lawful deductions of same, on full performance of the provisions of this Lease. **Tenant must give Landlord at least Thirty (30) days written notice of surrender before Landlord is obligated to refund or account for the security deposit. The Landlord shall return or account for the security deposit within Thirty (30) days after Tenant surrenders the Property (vacating the Premises and returning all keys and access devices) and gives Landlord a written statement of Tenant's forwarding address.**

Landlord may deduct all reasonable charges from the security deposit, which shall include but not be limited to charges for (a) unpaid or accelerated rent; (b) late charges and returned check charges; (c) unpaid utilities; (d) costs of cleaning, deodorizing and repairing the Premises and its contents for which Tenant is responsible; (e) pet violation charges; (f) replacing unreturned keys, garage door openers or other security devices; (g) the removal of all unauthorized locks, fixtures, improvements installed by Tenant; (h) insufficient light bulbs; (i) packing, removing, and storing abandoned property; (j) removing abandoned or illegally parked vehicles; (k) costs of reletting, if Tenant is in default; (l) attorney's fees and costs of court incurred in any proceeding against Tenant; and/or (m) other items Tenant is responsible to pay under the terms of this Lease or any extension of the term of this Lease.

In the event the deductions from the security deposit exceeds the amount of the security deposit, Tenant will pay Landlord the excess amount within Ten (10) days after Landlord makes written demand on Tenant. The security deposit will be applied first to any non-rent items, including but not limited to late charges, returned check charges, repair charges, and unpaid utility charges, then to any unpaid rent.

8. QUIET ENJOYMENT. Landlord covenants that, on paying the rent and performing the covenants contained in this Lease, Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

9. USE OF PREMISES. The Premises shall be used and occupied by Tenant exclusively as a private single family residence, and no part of it may be used by Tenant at any time during the term of this Lease or extension of same for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. If Tenant fails to occupy and take possession of the Premises within Five (5) days from the Commencement Date, Tenant shall be in default of this Lease. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of and the sidewalks connected to the Premises during

Initialed for Identification by Tenant: _____, and Landlord _____

the term of this Lease. Tenant and all other persons on the Premises must refrain from conducting themselves in any way that would unduly disturb Tenant's neighbors or constitute a breach of the peace. Tenant may not permit any part of the Premises to be used for: (a) any activity which is a nuisance, offensive, noisy, or dangerous; (b) the repair of any vehicle; (c) any business of any type, including child care; (d) any activity which violates any applicable rules and/or regulations of Landlord; (e) any illegal or unlawful activity; or (f) other activity which will obstruct, interfere with, or infringe on the rights of other persons near the Premises.

Tenant hereby acknowledges and agrees that Tenant shall be solely liable for and shall promptly pay all fines, fees or charges assessed against the Tenant and/or the Premises for violations by Tenant of: (a) any laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of and the sidewalks connected to the Premises during the term of this Lease; (b) any illegal or unlawful activity; or (c) other activity which obstructs, interferes with, or infringes on the rights of other persons near the Premises.

10. NUMBER AND NAMES OF OCCUPANTS. The Premises may be occupied by no more than Five (5) persons, consisting of Two (2) adults and Three (3) children under the age of 18 years. Tenant may not permit any guests to stay on or in the Premises longer than Fourteen (14) consecutive or non-consecutive days during the term of this Lease or any Extension Term without the prior written consent of the Landlord.

11. CONDITION OF PREMISES. TENANT HEREBY AGREES AND STIPULATES THAT THE PREMISES HAVE BEEN EXAMINED BY TENANT, INCLUDING THE GROUNDS AND ALL BUILDINGS AND IMPROVEMENTS, AND THAT AT THE TIME OF THIS LEASE THEY ARE IN GOOD ORDER AND REPAIR AND IN A SAFE, CLEAN, AND TENANTABLE CONDITION. TENANT ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LANDLORD HAS NOT MADE, DOES NOT MAKE AND, TO THE FULLEST EXTENT AUTHORIZED BY LAW, SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE SUITABILITY OF THE PREMISES FOR ITS INTENDED USE, (C) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (D) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (E) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT LANDLORD HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR

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ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, TENANT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LANDLORD. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LANDLORD HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". TENANT ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE. TENANT ACKNOWLEDGES THAT NO AGREEMENTS HAVE BEEN MADE REGARDING FUTURE REPAIRS UNLESS OTHERWISE SPECIFIED IN THIS LEASE AGREEMENT. TENANT SHALL COMPLETE THE INVENTORY CHECKLIST CONDITION OF RENTAL PROPERTY, WHICH IS ATTACHED HERETO AS **SCHEDULE "A"**, NOTING ANY DEFECTS AND DAMAGES TO THE PREMISES, AND DELIVER SAME TO LANDLORD WITHIN 48 HOURS AFTER THE COMMENCEMENT DATE OF THIS LEASE. TENANT'S FAILURE TO TIMELY DELIVER THE INVENTORY CHECKLIST CONDITION OF RENTAL PROPERTY TO LANDLORD WILL BE DEEMED AS TENANT'S ACCEPTANCE OF THE PREMISES IN A CLEAN, UNDAMAGED, AND GOOD CONDITION. (The Inventory Checklist Condition of Rental Property is not a request for repair or maintenance of the Premises. Tenant must direct all repair requests to Landlord according to the terms of this Lease.).

12. **ASSIGNMENT AND SUBLETTING.** Without the prior written consent of Landlord, Tenant may not assign the Lease or sublet or grant any license to use the Premises or any part of them. A consent by Landlord to one assignment, subletting, or license shall not be considered a consent to any subsequent assignment, subletting, or license. An assignment, subletting, or license without the prior written consent of Landlord or an assignment or subletting by operation of law shall be void and Landlord, at Landlord's option, may immediately terminate this Lease.

13. **ALTERATIONS AND IMPROVEMENTS.** Tenant may make no alterations to the buildings on the Premises or construct any building or make other improvements on the Premises without the prior written consent of Landlord. Unless otherwise provided by written agreement between Landlord and Tenant, all alterations, changes, and improvements built, constructed, or placed on the Premises by Tenant, with the exception of fixtures removable without damage to the Premises and movable personal property, shall be the property of Landlord and remain on the Premises at the expiration or termination of this Lease. Except as permitted by law, this Lease, or pursuant to Landlord's prior written consent, Tenant may not: (a) remove any existing property and/or any of Landlord's personal property from the Premises; (b) remove, change, or re-key any lock; (c) make holes in the woodwork, floors, or walls, save and except the insertion of a reasonable number of small nails used for hanging pictures in the Sheetrock and grooves in the paneling; (d) permit any water furniture on the Premises; (e) install new or additional

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telephone and/or television outlets, cables, antennas, satellite receivers, or alarm systems; (f) replace or remove carpet, paint, or wallpaper; (g) install or change any fixture on the Premises; (h) keep or permit any hazardous material on the Premises, which shall include but not be limited to flammable or explosive materials which might cause fire or extended insurance coverage to be suspended or canceled or any premiums to be increased; (i) dispose of any environmentally detrimental substance (i.e. motor oil or radiator fluid) on the Premises; or (j) cause or allow any mechanic's or materialman's lien to be filed against any portion of the Premises or Tenant's interest in this Lease.

14. **DAMAGE TO PREMISES.** If the Premises or any part of them is damaged partially by fire or other casualty not due to Tenant's negligence or willful act or that of Tenant's family, agent, invitee or visitor, the Premises shall be repaired promptly by Landlord, and there shall be an abatement of rent corresponding to the time during which and the extent to which the Premises are untenantable; provided that, in the event of damage by fire or other casualty in the amount of more than \$5,000.00, Landlord will have the option of not rebuilding or repairing, in which event the term of this Lease shall end, and the rent shall be prorated up to the time of the damage. Any proceeds, payment for damages, settlements, awards, or other sums paid because of a casualty loss to the Premises shall be the sole property of Landlord. For the purposes of this Lease, any condemnation of all or part of the property shall be a casualty loss.

15. **CARE AND MAINTENANCE.** Tenant, after inspecting the Premises, completed the attached **Schedule "A"** inventory checklist, incorporated into this Lease by this reference, and found the premises to be in good order and repair. Tenant agrees to maintain the Premises in as good condition as lessee finds the premises, reasonable wear and tear excepted, and agrees to pay for all maintenance and repairs to put the Premises in the same condition as when Tenant entered; and to keep the lawn mowed, clean, and free of debris and refuse, and in a presentable condition at all times.

16. **RENTER'S INSURANCE.** Tenant shall obtain, at its sole cost, and keep in effect a policy of renter's insurance which provides coverage for damages resulting from personal injuries and/or property loss, which shall be primary as to any other existing, valid and collectible insurance that may be carried by Landlord, if any. Landlord shall not be obligated to carry any type of insurance coverage on the Premises or any insurance coverage that would provide coverage for damages resulting from personal injuries and/or property loss.

17. **UTILITIES.** Tenant shall be responsible for arranging and paying for all utility services required on the Premises, including but not limited to electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, television, sewer charges, and trash collection. Tenant further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Premises. Tenant must, at a minimum, keep the following utilities on at all times during the term of this Lease: gas; electricity; water; wastewater/sewer; and garbage services and collection. If the Tenant fails to keep said utilities on during the term of this Lease or any extension of the term of this Lease, Tenant shall be deemed to be in default of this Lease.

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18. MAINTENANCE AND REPAIR. At Tenant's expense, Tenant shall keep and maintain the Premises and appurtenances in good sanitary condition during the term of this Lease and any extension of it. In particular, Tenant shall keep the fixtures in the house or on or about the Premises in good order and repair; keep the furnace and HVAC systems clean and in good working order; promptly dispose of all garbage in appropriate receptacles; supply and change heating and air conditioning filters at least once a month; supply and change light bulbs and smoke detector batteries; promptly eliminate any dangerous condition on the Premises caused by Tenant or caused by Tenant's family, agent, or visitor; take necessary precautions to prevent broken water pipes due to freezing; replace any lost or misplaced keys; pay any periodic, preventative, or additional extermination costs desired by Tenant; promptly notify Landlord of all needed repairs; maintain and use reasonable diligence in maintaining the yard and landscape in or on the Premises, which shall include but not be limited to watering, mowing, fertilizing, trimming and controlling all lawn pests on all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping and foliage on or encroaching on the Premises or any easement appurtenant to the Premises; and keep the walls free from dirt and debris.

Tenant shall make all required repairs to the Premises and improvements thereon, which shall include but not be limited to the plumbing systems, cooking appliances, cooling system, heating system, sanitary systems, and other electric and gas fixtures whenever damage to them has resulted from Tenant's misuse, waste, or neglect or that of his or her family, agent, or visitor. Major maintenance and repair of the Premises involving anticipated or actual costs in excess of \$5,000.00 per incident that is not due to Tenant's misuse, waste, or neglect or that of his or her family, agent, or visitor and all repairs necessary to alleviate a condition that materially affects the physical health and safety of an ordinary tenant will be the responsibility of Landlord or Landlord's assigns.

All requests for repairs, by the Tenant, must be in writing and delivered to the Landlord or its agent at the Landlord's address for notices, as set out in this Lease. Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's prior written consent. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item in need of repair or replacement, and the selection of the repairmen, will be at the Landlord's sole discretion. Landlord is not obligated to complete a repair on a day other than a business day, unless required to do so by law. Landlord may require advance payment of repairs for which Tenant is liable. If Tenant fails to promptly reimburse Landlord for any repair costs that Tenant is obligated to pay, Tenant shall be deemed to be in default of this Lease. If Tenant is delinquent in rent at the time the repair notices are delivered to Landlord, Landlord is not obligated to make the repairs. If Landlord or Landlord's repairman is unable to access the Premises after making arrangements with Tenant to complete the repair, Tenant shall pay any trip charges resulting from Tenant's failure to provide access to the Premises.

Tenant agrees that no signs will be placed or painting done on or about the Premises by Tenant or at Tenant direction without the prior written consent of Landlord.

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19. ANIMALS. Tenant shall not keep, temporarily or permanently, any domestic or other animals, which shall include but not be limited to mammals, birds, reptiles, fish, rodents and/or insects, on or about the Premises without the prior written consent of Landlord. In the event Landlord gives such prior written consent to Tenant which allows Tenant to keep an animal on the Premises, Landlord, in Landlord's sole discretion, may require that Tenant provide Landlord with animal and/or pet deposit, in an amount set by Landlord, prior to the Tenant's placing such animal on the Premises. If Landlord gives such consent, it may be revoked at any time at Landlord's sole discretion.

If Tenant violates this restriction against keeping animals on the Premises, Tenant shall pay Landlord a fee of \$25.00 per day per animal for each day Tenant violates the animal restriction as additional rent for any unauthorized animal. Landlord may remove or cause to be removed any unauthorized animal and deliver said animal to the appropriate local authorities by providing at least 24-hour written notice to Tenant of Landlord's intention to remove the unauthorized animal. Landlord will not be responsible for or liable for any harm, injury, death or sickness to any unauthorized or authorized animal of Tenant. Tenant is responsible for and liable for any damage or required repair or cleaning of the Premises caused by any unauthorized or authorized animal and for all costs Landlord may incur in removing or causing any unauthorized animal to be removed from the Premises.

20. SMOKING. Tenant and Tenant's family, agents, guests, invitees and/or visitors may not smoke any type of tobacco or non-tobacco product inside the residence or any of the improvements and/or buildings on the Premises. Tenant shall be in default if Tenant should fail to comply with Landlord's no smoking prohibition.

21. SECURITY DEVICES AND EXTERIOR DOOR LOCKS. The Texas Property Code requires that the Premises be equipped with certain types of locks and security devices. Said Code will govern the rights and obligations of the parties regarding security devices. **All notices or requests by Tenant for re-keying, changing, installing, repairing, or replacing security devices must be made in writing to the Landlord. All additional security devices or additional re-keying or replacement of security devices desired by Tenant shall be paid by Tenant in advance and may only be installed by Landlord or Landlord's contractors after receiving a written request from Tenant.**

22. SMOKE DETECTORS. The Texas Property Code requires that the Premises be equipped with smoke detectors in certain locations. Said Code will govern the rights and obligations of the parties regarding smoke detectors. **All requests for additional installation, inspection or repair of smoke detectors must be made in writing by Tenant to Landlord. Disconnecting or intentionally damaging a smoke detector or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under the Texas Property Code.**

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23. VEHICLES. Tenant may not permit more than 4 vehicles, which shall include but not be limited to automobiles, non-commercial passenger trucks, recreational vehicles, trailers, motorcycles, and boats, on the Premises unless authorized in writing by Landlord. Under no circumstances may Tenant park or drive any vehicle on the Premises' yard and/or landscape. Tenant may not store any vehicles on or adjacent to the Premises or on the street in front of the Premises. Tenant shall under no circumstances permit any type of commercial vehicle to be stored or parked on or adjacent to the Premises or on the street in front of the Premises. Tenant hereby acknowledges and agrees that Landlord may tow, at Tenant's sole expense, any improperly parked or inoperative vehicle on or adjacent to the Premises in accordance with all applicable state and local laws. For purposes of this provision, an inoperative vehicle shall mean and include a vehicle that is not in good working order and that does not have a current state inspection and registration sticker, as required by law.

24. LANDLORD'S INSPECTION OF AND ACCESS TO PREMISES. Landlord and Landlord's agents will have the right at all reasonable times, without prior notice to Tenant, during the term of this Lease and any extension of it to enter the Premises for the purposes of inspecting them and all building and improvements on them; making repairs to the Premises; showing the Premises to prospective tenants, purchasers, inspectors, appraisers, surveyors, engineers, contractors or insurance agents; exercise a contractual or statutory lien and all legal rights thereunder; leaving written notices; or seizing nonexempt property after default.

25. DISPLAY OF SIGNS BY LANDLORD. During the term of this Lease or any Extension Term of same, Landlord or Landlord's agent may display "For Sale," "For Rent," or "Vacancy" signs on the Premises and may show the property to prospective purchasers or tenants.

26. SUBORDINATION OF LEASE. This Lease and Tenant's interest under it are and will be subordinate to any encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such encumbrances, the interest payable on any encumbrances, and all renewals or extensions of such encumbrances.

27. LIABILITY. UNLESS CAUSED BY LANDLORD'S NEGLIGENCE, TENANT ACKNOWLEDGES AND AGREES THAT LANDLORD IS NOT LIABLE OR RESPONSIBLE TO TENANT, TENANT'S FAMILY, GUESTS, OCCUPANTS, AND/OR INVITEES FOR ANY DAMAGES, INJURIES, OR LOSSES TO PERSON OR PROPERTY CAUSED BY FIRE, FLOOD, WATER LEAKS, ICE, SNOW, HAIL, WINDS, EXPLOSIONS, SMOKE, INTERRUPTION OF UTILITIES, THEFT, BURGLARY, ROBBERY, ASSAULT, VANDALISM, OTHER PERSONS, THE CONDITION OF THE PREMISES, ENVIRONMENTAL CONTAMINANTS, INCLUDING BUT NOT LIMITED TO CARBON MONOXIDE, ASBESTOS, RADON GAS AND LEAD BASED PAINT, OR OTHER OCCURRENCES OR CASUALTY LOSSES. TENANT HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS LANDLORD AND THE PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST LANDLORD OR THE PREMISES BY ANY PERSON OR PERSONS FOR ANY INJURY TO PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE USE OR OCCUPANCY OF THE PREMISES BY TENANT; FROM ANY NEGLECT OR FAULT OF TENANT OR THE FAMILY, AGENTS,

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GUESTS OR INVITEES OF TENANT IN USING AND OCCUPYING THE PREMISES; OR FROM ANY FAILURE BY TENANT OR TENANT'S FAMILY, AGENTS, GUESTS OR INVITEES TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST LANDLORD OR THE PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLECT, OR USE OF THE PREMISES BY TENANT OR TENANT'S FAMILY, AGENTS, GUESTS OR INVITEES, OR ANY OTHER PERSON ON THE PREMISES, TENANT AGREES THAT TENANT OR ANY OTHER PERSON ON THE PREMISES WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST LANDLORD OR AGAINST THE PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.

28. **SURRENDER OF PREMISES.** On or before the Termination Date of this Lease or any termination date of an Extension Term or any date of termination allowed hereunder, Tenant shall surrender ("Surrender" shall mean vacating the Premises and returning all keys and access devices to the Landlord) the Premises clean and free of all trash, debris and any personal property or belongings and in as good condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted. If Tenant leaves any personal property or belongings in, on or about the Premises after Tenant surrenders possession of the Premises, all such personal property and/or belongings of Tenant will be forfeited to and become the property of the Landlord. In the event that Tenant forfeits such personal property or belongings pursuant to the terms of this Lease, Tenant hereby acknowledges and agrees that Landlord may dispose of such personal property or belongings of Tenant, without liability to Landlord, in any manner in which Landlord, in Landlord's sole discretion, deems fit or reasonable.

29. **ABANDONMENT.** If Tenant abandons the Premises, Tenant will be in default of this Lease. "Abandon" shall mean Tenant is absent from the Premises for Fourteen (14) consecutive days.

30. **HOLDOVER.** If Tenant fails to vacate the Premises on or before the Termination Date of this Lease or at the end of any Extension Term or on the effective date of any termination allowed hereunder, Tenant will pay rent for the holdover period and **INDEMNIFY** Landlord and/or Landlord's prospective tenants for damages, which shall include but not be limited to lost rents, lodging expenses, and attorney's fees, incurred by them due to Tenant's holdover. In the event of a holdover, Landlord, at Landlord's sole discretion and option, may extend this Lease up to one month by notifying Tenant in writing of its election to extend this Lease one additional month. Rent for any holdover period will be Two (2) times the monthly rent calculated on a daily basis and will be immediately due and payable daily without further notice or demand to Tenant.

31. **DEFAULT BY TENANT.** Tenant hereby acknowledges and agrees that if Tenant fails to comply with any provision of this Lease, such failure shall be deemed to be a material breach of

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this Lease. Furthermore, if Tenant fails to comply with any provision of this Lease, other than the covenant to pay rent, or with any present rules and regulations or any that may be hereafter prescribed by Landlord, or if Tenant fails to comply with any duties imposed on Tenant by law, Landlord may immediately terminate the Lease and/or avail itself of any remedies that are available at law or in equity. If Landlord decides that Tenant should be allowed the opportunity to correct the noncompliance, Landlord may deliver a written notice specifying the noncompliance and allowing Seven (7) days within which it may be corrected. If compliance is not made, Landlord may then terminate the Lease and/or avail itself of any remedies that are available at law or in equity.

If Tenant fails to pay rent when due, and the default continues for Three (3) days after delivery of written demand by Landlord for payment of the rent or possession of the Premises, Landlord may terminate the Lease. If Tenant breaches this Lease, all rents which are payable during the remainder of the Lease term or any extension thereof will be accelerated without further notice or demand to Tenant. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Premises to acceptable tenants thereby reducing Tenant's liability accordingly. Tenant hereby acknowledges that unpaid rent and unpaid damages are reportable to credit reporting agencies. In the event Tenant breaches this Lease, Tenant will be liable to Landlord for:

- a. Any lost rents;
- b. Landlord's costs of reletting the Premises, which shall include but not be limited to brokerage fees, advertising fees, and other necessary fees to relet the Premises;
- c. Repairs to the Premises for use beyond normal wear and tear;
- d. All of Landlord's costs associated with eviction of Tenant, which shall include attorney's fees, costs of court, and prejudgment interest;
- e. All of Landlord's costs associated with collection of rent, which shall include but not be limited to collection fees, late charges, returned check charges, attorney's fees, and fees paid to collection agencies; and
- f. Any other recovery to which the Landlord may be entitled by law or in equity.

32. **DEFAULT BY LANDLORD.** In the event of default by Landlord of any covenant, warranty, term or obligation of this Lease, Landlord's failure to cure same or commence a good faith effort to cure same within Thirty (30) days after written notice thereof by Tenant shall be considered a default and shall entitle Tenant to terminate this Lease. Tenant hereby acknowledges that such right to terminate shall be the sole remedy available in the event Landlord breaches this Lease and fails to cure as set forth in this provision.

33. **LANDLORD'S LIEN AND ENFORCEMENT THROUGH SEIZURE.** TENANT GRANTS LANDLORD A LIEN FOR UNPAID RENT THAT IS DUE, COVERING ALL NONEXEMPT PROPERTY OF TENANT THAT IS IN THE RESIDENCE. LANDLORD SHALL HAVE THE RIGHT TO SEIZE TENANT'S

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NONEXEMPT PERSONAL PROPERTY TO SECURE THE PAYMENT OF SUMS DUE UNDER THIS LEASE, IN THE MANNER PROVIDED BY LAW, AND IF LANDLORD SEIZES ANY SUCH PROPERTY, LANDLORD SHALL GIVE NOTICE TO TENANT, AND TENANT MAY OBTAIN THE RETURN OF THE PROPERTY, ALL AS PROVIDED IN SECTION 54.044 OF THE TEXAS PROPERTY CODE. LANDLORD IS ENTITLED TO COLLECT A CHARGE FOR PACKING, REMOVING AND STORING PROPERTY SO SEIZED, AND IF THE PROPERTY IS SOLD, LANDLORD MAY ALSO COLLECT A CHARGE FOR THE COSTS OF SELLING THE PROPERTY.

IF TENANT HAS NOT PAID ALL DELINQUENT RENT WITHIN SEVEN (7) DAYS OF RECEIVING THE NOTICE REQUIRED UNDER SECTION 54.044 OF THE TEXAS PROPERTY CODE, LANDLORD MAY GIVE TENANT NOTICE OF INTENT TO SELL THE PROPERTY IN THE MANNER PROVIDED IN TEXAS PROPERTY CODE SECTION 54.045, AND IF TENANT FAILS TO REDEEM THE PROPERTY PRIOR TO THE DATE AND TIME OF SALE BY PAYING ALL DELINQUENT RENTS, REASONABLE PACKING, MOVING, STORAGE AND SALE COSTS, LANDLORD MAY PROCEED TO SELL THE PROPERTY SO SEIZED, AND ACCOUNT FOR THE SALES PROCEEDS AS REQUIRED BY LAW. ANY PROCEEDS OF THE SALE REMAINING AFTER DEDUCTION OF LAWFUL COSTS AND OFFSETS ENUMERATED ABOVE SHALL BE RETURNED TO TENANT.

34. TENANT'S DESIGNEE IN THE EVENT OF DEATH. Tenant designates the following as the person to contact pursuant to Texas Property Code, Section 92.014 (a), in the event of Tenant's death, concerning the Premises:

Name of Designee

Address of Designee

_____,

Telephone number of designee

(____) ____ - _____

and in the event of Tenant's death, Landlord is further authorized to:

- a. grant Tenant's designee access to the Premises at a reasonable time and in the presence of Landlord or Landlord's agent;
- b. allow Tenant's designee to remove any of Tenant's property found at the Premises; and
- c. refund Tenant's security deposit, less lawful deductions, to the designee.

35. REPRESENTATIONS. Tenant's statements and representations in this Lease are material representations relied upon by Landlord. If Tenant makes any misrepresentation in this Lease, Tenant shall be in default and breach of this Lease. Each party hereto states that he or she is of legal age to enter into this Lease. This provision shall survive termination of the Lease.

36. TENANTS' JOINT AND SEVERAL LIABILITY. All Tenants are jointly and severally liable for all provisions of this Lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this Lease or any extension of this Lease, or its

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termination shall be binding on all Tenants executing this Lease.

37. **RECOVERY OF COSTS.** In any action taken to enforce or interpret this Lease, the prevailing party will be entitled to recover all costs and expenses, including court costs and reasonable attorneys' fees.

38. **ELECTION BY LANDLORD NOT EXCLUSIVE.** The exercise by Landlord of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Landlord by this Lease agreement or by statute or law. The failure of Landlord in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Landlord shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Landlord of rent or any other payment or part of payment required to be made by the Tenant shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Landlord of any of the provisions of this Lease, or any of Landlord's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Landlord in writing.

39. **VENUE AND GOVERNING LAW.** Each party to this Lease hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Lease shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Lease is governed by the laws of the United States, this Lease shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

40. **RELATIONSHIP OF THE PARTIES.** In the performance of this Lease, each party shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. Neither party shall be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Tenant shall not be provided any form of compensation or any benefits that are provided to employees of Landlord, including, but not limited to health insurance, workers compensation insurance or any other remuneration that is provided to employees of Landlord.

41. **SEVERABILITY AND INTERPRETATION CONSISTENT WITH LAW.** This Lease is intended to comply with all applicable Texas statutes relative to rental agreements. If any provision of this lease is deemed by a court of competent jurisdiction to violate a Texas statute, the violation is inadvertent. If a provision is found to be so violative, the provision shall be considered void and severed from the lease and the balance of the Lease shall remain in full

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force and effect. Nothing contained in this Lease shall be construed as exculpating the Landlord from liability for the Landlord's failure to perform or Landlord's negligent performance of a duty imposed by law. Also, nothing contained in this Lease shall be construed as releasing either party from a duty to mitigate or minimize the damages to the other party.

42. LANDLORD'S LEASE ADMINISTRATOR AND PROPERTY MANAGER. Gary Wilson, Director of Facilities for Williamson County (or his successor, as designated by Landlord), shall serve as the Landlord's lease administrator and property manager. The said lease administrator and property manager shall also serve as liaison between the Williamson County Commissioners' Court and the Tenant.

Landlord's lease administrator and property manager contact information is as follows:

Gary Wilson (or successor)
Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1636
Fax: (512) 930-3313
Email: facilities@wilco.org

For all requests for services or repairs which Landlord is obligated to provided and perform under this Lease, Tenant shall contact:

Williamson County Facilities
Todd Imboden or Shirley Taylor (or successor)
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1599
Fax: (512) 930-3313
Email: facilities@wilco.org

43. NOTICES. Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

Landlord's Address: Gary Wilson (or successor)
Williamson County Facilities Director

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3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1636
Fax: (512) 930-3313
Email: facilities@wilco.org

Tenant's Address:

_____, _____

44. **REPORTS OF ACCIDENTS.** Within Twenty Four (24) hours after Tenant becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any person in, on or around the Premises, whether or not it results from or involves any action or failure to act by the Tenant, the Tenant shall send a written report of such accident or other event to the Landlord, setting forth a full and concise statement of the facts pertaining thereto. The Tenant shall also immediately send the Landlord a copy of any summons, subpoena, notice, or other documents served upon the Tenant or received by it in connection with any matter before any court arising in relation to any injury to the person or property of any person in, on or around the Premises.

45. **TERMINATION FOR CONVENIENCE.** Landlord may terminate this Lease, for convenience and without cause, upon Ninety (90) calendar day's written notice to Tenant. Provided that Tenant does not owe any amounts under this Lease and is not otherwise in default, Tenant may terminate this Lease, for convenience and without cause, upon Ninety (90) calendar day's written notice to Landlord. In the event of either parties' termination pursuant to this provision, all amounts that are due as of the date of termination shall be paid to Landlord. Furthermore, Landlord shall reimburse Tenant for the pro-rata portion of any prepaid rents for the unused unexpired portion of the month.

46. **TIME OF ESSENCE.** Time is expressly declared to be of the essence in this Lease.

47. **BINDING OF HEIRS AND ASSIGNS.** All provisions of this Lease shall extend to and bind not only the parties to this Lease, but to each and every one of the heirs, executors, representatives, successors and assigns of Landlord and Tenant.

48. **NO THIRD PARTY BENEFICIARIES.** This Lease is for the sole and exclusive benefit of the Tenant and Landlord, and nothing in this Lease, express or implied, is intended to confer or shall be construed as conferring upon any other person or entity any rights, remedies or any other type or types of benefits.

49. **NO WAIVER OF IMMUNITIES.** Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Landlord, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Landlord does not waive, modify, or alter to any extent whatsoever the availability of the defense

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of governmental immunity under the laws of the State of Texas and of the United States.

50. **FORCE MAJEURE.** If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Lease. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

51. **PRO-RATA PROPORTIONS.** If this Lease should commence on a date other than the First (1st) day of a calendar year or terminate on a date other than the last day of the then current term of the Lease, percentage rental for such fractional part of the then current term of the Lease following the commencement date or preceding the termination date, as the case may be, shall be paid after deducting from the percentage rental all payments of minimum guaranteed rental for the fractional period, the percentage rental to be paid in monthly installments as provided in this Lease with respect to full term of the Lease.

52. **EXECUTION IN COUNTERPARTS.** This Lease may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

53. **BINDING EFFECT.** This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Landlord and Tenant relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Landlord or Tenant unless in writing and signed by them and made a part of this Lease by direct reference.

Initialed for Identification by Tenant: _____, and Landlord _____

Signed, sealed and delivered to be effective this the ____ day of _____, 200__.

LANDLORD:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis,
Williamson County Judge

TENANT:

By: _____

Printed Name: _____

By: _____

Printed Name: _____

IMPORTANT LEGAL NOTICES

Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence or a military deployment or transfer.

If Tenant gives Landlord notice according to Tex. Prop. Code Ann. § 92.056 regarding a condition that materially affects the physical health or safety of an ordinary tenant, and Landlord fails to repair the condition within a reasonable time, Tenant is entitled to the following remedies:

- (1) Terminate the lease;**
- (2) Have the condition repaired or remedied;**
- (3) Deduct from Tenant's rent, without necessity of judicial action, the cost of the repair or remedy; and**
- (4) Obtain judicial remedies according to Tex. Prop. Code Ann. § 92.0563.**

Note that if Tenant chooses to terminate the lease, the following applies:

- (1) Tenant is entitled to a pro rata refund of the rent from the later of the following: (a) date of termination of the lease; (b) date Tenant moves out;**
- (2) Tenant is entitled to deduct security deposit from his or her rent without the necessity of a lawsuit or to obtain a refund of the security deposit according to law; and**
- (3) Tenant is not entitled to repair and deduction remedies under Tex. Prop. Code Ann. § 92.0561 of the Property Code or judicial remedies under Tex. Prop. Code Ann. § 92.0563(a)(1), (2).**

SCHEDULE "A"

INVENTORY CHECKLIST CONDITION OF RENTAL PROPERTY

Tenant must complete this checklist, noting the condition of the rental property, and return it to the Landlord when Landlord delivers possession of the rental property.

	<u>Beginning Condition</u>	<u>Ending Condition</u>
<i>Living Room</i>		
Door (including locks)	_____	_____
Patio door	_____	_____
Screen door	_____	_____
Carpet	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Plugs and switches	_____	_____
<i>Dining Room</i>		
Carpet	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Lights and switches	_____	_____
<i>Entry</i>		
Door	_____	_____
Ceiling	_____	_____
Walls	_____	_____
Carpet/floor	_____	_____
<i>Hallway</i>		
Carpet	_____	_____

Walls	_____	_____
Ceiling	_____	_____
Switches and plugs	_____	_____
<i>Hall Closet</i>		
Door	_____	_____
Ceiling	_____	_____
Shelves	_____	_____
Carpet/floor	_____	_____
<i>Kitchen</i>		
Vinyl	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Lights and switches	_____	_____
Stove/oven	_____	_____
Refrigerator	_____	_____
Disposal	_____	_____
Sink	_____	_____
Cabinets	_____	_____
Countertop	_____	_____
<i>Bedroom #1</i>		
Door	_____	_____
Windows	_____	_____
Screens	_____	_____
Carpet	_____	_____
Walls	_____	_____

Ceiling	_____	_____
Lights and switches	_____	_____
Closet	_____	_____
<i>Bedroom #2</i>		
Door	_____	_____
Windows	_____	_____
Screens	_____	_____
Carpet	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Lights and switches	_____	_____
Closet	_____	_____
<i>Bedroom #3</i>		
Door	_____	_____
Windows	_____	_____
Screens	_____	_____
Carpet	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Lights and switches	_____	_____
Closet	_____	_____
<i>Bathroom</i>		
Door	_____	_____
Vinyl	_____	_____
Walls	_____	_____

Ceiling	_____	_____
Sink	_____	_____
Tub and shower	_____	_____
Toilet	_____	_____
Cabinet and shelves	_____	_____
Closet	_____	_____
Towel bars	_____	_____
Lights and switches	_____	_____
<i>Basement</i>		
Door	_____	_____
Furnace	_____	_____
General area	_____	_____
Stairway	_____	_____
Lights and switches	_____	_____

The above is a complete inventory checklist of the condition of the rental property located at 9769 HWY 29 W, Georgetown, Texas 78628.

Beginning Condition Inventory Checklist made on _____, 20____.

Ending Condition Inventory Checklist made on _____, 20____
(Additional checklist to be completed at termination and surrender of Premises. For a blank checklist at Termination and Surrender of Premises, please contact Landlord).

Landlord

Tenant