

Texas.

This agreement of lease, entered into this _____ day of _____ [year], by and between _____, Lessor, and _____, Lessee,

WITNESSES:

1. Lessor hereby rent and lease unto Lessee that certain furnished/unfurnished apartment designated as Apartment _____, within an Apartment House known as _____, located at _____ in _____, County, Texas for the term of _____ commencing _____ [year], and ending _____ [year], to be used by Lessee as a private residence and not otherwise, Lessee paying therefor the sum of \$_____, payable \$_____ per month in advance on the _____ day of each month, as the same shall fall due to Lessor at _____, _____, _____ County, Texas.
2. The rental from the date of execution of this contract to the _____ day of the following month is \$_____ payable upon tenant's taking possession.
3. (Interiors) At the end or other expiration of the terms, Lessee shall deliver up the demised premises in good order and condition, reasonable deterioration, damage by fire, tornado, or other casualty and the elements only excepted.
4. (No sublet) That the Lessee shall not assign this agreement or underlet the premises, or any part thereof (except as may be mentioned herein) or make any improvements or alterations in or on the demised premises without the consent of the Lessor or Lessor's agent in writing; or occupy or permit or suffer the same to be occupied for any purpose deemed extra hazardous on account of fire.
5. (Fire) In the event the demised premises are partially damaged or destroyed or rendered partially unfit for occupancy by fire, tornado, or other casualty, Lessee shall give immediate notice to Lessor or Lessor's agent, who may thereupon cause the damage to be repaired, but if the premises be by the Lessor deemed so damaged as to be unfit for occupancy, or if the Lessor shall decide not to rebuild, the lease shall cease and the rent shall be paid to the time of such destruction or casualty.
6. (Default) That in case of default in any of the covenants herein, Lessor may enforce the performance of this lease in any modes provided by law, and this lease may be forfeited at Lessors discretion if such default continues for a period of three days after Lessor or Lessor's agent notifies Lessee of such default and Lessor's intention to declare the lease forfeited, such notice to be sent by the Lessor or Lessor's agent by mail or otherwise to the demised premises; and thereupon (unless the Lessee shall have completely removed or cured the defaults) this lease shall cease and come to an end as if that were the day originally intended herein for the expiration of the term hereof, and Lessor, Lessor's agent, or attorney shall have the right, without further notice or demand, to re-enter and remove all persons and Lessee's property without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of rent or breach of covenant; or Lessor, Lessor's agent, or attorney, may resume possession of the premises and relet the same for the remainder of the term at the best rent Lessor, Lessor's agent, or attorney may obtain for account of the Lessee, who shall make good any deficiency. In the event of cancellation or termination of this lease by Lessor under the option provided for herein, any deposit made by Lessee shall be forfeited as liquidated damages; but should the Lessor resume possession for account of Lessee, such deposit shall be credited to the account of Lessee. If on account of breach or default by Lessee obligations hereunder, it shall become necessary for the Lessor to employ an attorney to enforce or defend any of Lessor's rights or remedies hereunder, then, in any such event any reasonable amount incurred by Lessor or as attorney's fees shall be paid by the Lessee.
7. (Liability) Lessor shall not be liable to Lessee or to any other person or persons for or on account of any loss, damage or injury to persons or property, occasioned by any defects in the building by water, fire, steam heat, defective insulation of the electric wires, or by the bursting, leaking, or overflowing of any waste pipes, tanks, drains, plumbing fixtures or radiators, or any other cause, any act, omission, or neglect of Lessee or any other tenant of the demised premises, and Lessee agrees to hold Lessor harmless from all claims from any such damage.