



Lease Contract Addendum for Per-Person Rental of Dwelling

(This addendum is not for use after the original lease term has expired.)

Date when filled out: _____

1. **Addendum.** This is an addendum to the TAA Lease Contract between you and us on the dwelling described below:

Resident (you) _____

Owner (us) _____

Dwelling (Apt. # or type if # is not yet known _____)

at _____ (street address)

in _____ (city),

Texas, _____ (zip code).

Date of Lease Contract _____

Beginning date of lease term _____

Ending date of lease term _____

2. **Purpose of Addendum.** This addendum modifies the TAA Lease Contract to allow the resident named above to occupy the dwelling with other co-residents without being jointly liable for rent and various other obligations owed by the other co-residents. This addendum controls over any conflicting provisions in the TAA Lease Contract. Each resident in the dwelling will execute a separate lease to which this addendum will be attached.

3. **Exclusive-Use and Joint-Use Areas.** We (check one) may OR may not assign another person to share a bedroom with you. If the dwelling has a separate bathroom for each bedroom, you and any other person assigned to your bedroom will have exclusive use of that bathroom. You will share the use and occupancy of the dwelling's common living areas with up to _____ other people who lease from us and share the common living areas of your dwelling. (See Lease Contract paragraph 2.) The common living areas include the kitchen, living room, any private balconies or patios, and any storage rooms assigned to your dwelling.

4. **Security Deposit.** The security deposit amount stated in the Lease Contract is your security deposit, not the total security deposit of all co-residents. (See Lease Contract paragraph 4.)

5. **Keys.** At your expense, and upon your written request, we will: (1) rekey the lock or locks on your exterior doors and provide a key to each co-resident, (2) rekey the lock on your bedroom door or doors and provide a key to you and to any other person assigned to your bedroom, or (3) rekey both dwelling and bedroom doors and distribute keys as specified. If you want other co-residents to share the cost of rekeying, they must also sign the request. If you are still living in the dwelling and your dwelling or bedroom is rekeyed without your written request, we will still give you a new key. (See Lease Contract paragraph 5.)

6. **Rent.** You are liable for your monthly rent as stated in the Lease Contract. The rent amount stated in the Lease Contract is rent owed by you and is not the total rent owed by all co-residents. (See Lease Contract paragraph 6.)

7. **Utilities.** As provided in the Lease Contract, we will arrange to activate utilities and services to the dwelling for the benefit of the dwelling's residents. We will bill you monthly for your itemized per-person share of any submetered or allocated utilities for the dwelling. Your share is determined by the number of residents authorized under the Lease Contract at the time of billing. (See Lease Contract paragraph 7.)

8. **Security Devices.** Upon your written request, we will install at your expense a keyed deadbolt on the door or doors that provide access to your bedroom. (See Lease Contract paragraph 11.) A bedroom door opening into the interior of the dwelling is not an exterior door for purposes of the security-device statute.

9. **Reletting Charge.** Any reletting charge that might become due under paragraph 10 of the Lease Contract will be based on your rent amount and not the total rent of all residents in the dwelling. (See Lease Contract paragraph 10.)

10. **Liability for Damages And Violations.**

10.1 **Your fault.** You are fully liable for animal-rules violations, late fees, returned-check charges, the cost of missing batteries from smoke or other detectors, government fines, and damage to the dwelling or common areas caused solely by you, your family, or your invitees.

10.2 **Per-person share of fault.** You are liable for your per-person share for animal-rules violations, late fees, returned-check charges, the cost of missing batteries from smoke or other detectors, and damage to the dwelling if we cannot, in our reasonable judgment, determine who was at fault. "Per person" is determined by the number of residents authorized under the Lease Contract at the time of the damage, charge, fine, or violation. (See Lease Contract paragraphs 12 and 24.)

10.3 **A co-resident's fault.** You are not liable for another co-resident's rent or for animal-rule violations, late fees, returned-check charges, the cost of missing batteries from smoke or other detectors, government fines, or damage that are due, in our reasonable judgment, solely to the fault of another co-resident or the co-resident's family or invitees.

11. **Contractual Lien.** We will not exercise a contractual lien under Section 54.042 of the Texas Property Code on your property or any property in your possession that is left behind after surrender, abandonment, or eviction. We will remove and store the property, and you will be liable for the costs we incur in packing, removing, and storing it. No other liens are waived. (See Lease Contract paragraph 14.)

12. **Requests and Notices.** A notice of your intent to move out must be signed by you, personally. A request by any resident in your dwelling for maintenance or repair constitutes a request from all co-residents. A notice from us that is intended only for you will be addressed only to you, including a notice from us to you to pay sums owed only by you, or regarding sale of property that belongs only to you or that was in your possession and care. A notice intended by us for all co-residents in your dwelling may be addressed to "all residents" of your dwelling. A notice intended by us for all residents in a multi-unit community may be addressed to "all residents." (See Lease Contract paragraphs 26, 28, and 29.)

13. **Default.** The resident defaults contained in the Lease Contract will be limited to conduct by you or any of your invitees or guests, or to conduct in which you or they participated. The remedies for a default committed solely by another co-resident in the dwelling will be limited to those that affect that co-resident only. (See Lease Contract paragraph 32.)

14. **Refunds.** Refunds will be paid to you only and not by joint check to you and others. The time period for refund begins when you move out. (See Lease Contract paragraph 41.)

15. **Relocation.**

15.1 **Requests within 10 days after moving in.** We will try to honor requests for a particular dwelling to the extent practical in our sole judgment. If we assigned specific bedrooms and you and another resident in your unit ask to switch within 10 days after you move in, and if you comply with our procedures and required documentation, you may change bedrooms without owing a transfer fee.

15.2 **Requests more than 10 days after moving in.** If you ask to move to another bedroom in your dwelling more than 10 days after moving in, you must submit the required documentation and pay a transfer fee of \$_____. Transfer to a dwelling other than the one you initially occupied requires our prior written approval and a similar fee.

15.3 **Our right to require transfer.** To operate efficiently and harmoniously, we reserve the right at any time, on five days' written notice to you, to relocate you to another bedroom in the dwelling or to another dwelling within the apartment community. If we require transfer, we will help you in moving your personal property, pay for rekeying, and not charge you a transfer fee.

You are entitled to receive an original of this Lease Contract Addendum after it is fully signed. Keep it in a safe place.

Signatures

Date of signing addendum

Owner or owner's representative _____

Resident _____

Date _____

Date _____