

**LEASE ADDENDUM ADDRESSING CARRYING HANDGUNS ONSITE**

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. \_\_\_\_\_ in the \_\_\_\_\_ Apartments in \_\_\_\_\_, Texas. The terms of this addendum will control if the terms of the Lease and this addendum conflict.
2. **Texas law.** Texas allows qualified people to get a license to carry a handgun in either a "concealed" or "open" fashion. However, we may restrict even licensed holders from carrying handguns on our property. If we provide notice of our policy restricting the carrying of handguns, and you do not comply, you will be in violation of the Lease and may be engaging in criminal trespass.
3. **Community handgun carry policy.** Unlicensed persons may not carry a handgun anywhere in the apartment community, other than to transport their handguns between their apartments and their vehicles as long as handguns are not in plain view. Whether or not you hold a license under the Texas handgun licensing law, by signing this addendum, you understand and agree as follows (the specific agreements are indicated by the options that are marked):
  - Option 1: Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun. The only exception is that we allow license holders to transport their handguns between their vehicles and their apartments.
  - Option 2: Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly. The only exception is that we allow license holders to transport their handguns between their vehicles and their apartments.
  - Option 3: Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter  the leasing office or  any common rooms/amenities of this property with a concealed handgun. (If neither is checked, concealed handguns are prohibited in both).
  - Option 4: Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter  the leasing office or  any common rooms/amenities of this property with a handgun that is carried openly. (If neither is checked, openly carried handguns are prohibited in both).
4. **General acknowledgment and agreement.** By signing this addendum, you acknowledge and agree that:
  - (a) you and your occupants and guests will adhere to any of our other policies concerning handguns as set forth in the Lease or any community policies we issue;
  - (b) you have been provided the apartment community's policy or policies concerning handguns and will follow them;
  - (c) you will inform all of your occupants or guests what the the apartment community's policy or policies concerning handguns are and that they are subject to the same policy or policies as you;
  - (d) you understand that a violation of this addendum will be a violation of the Lease and could be considered criminal trespass under Texas law; and
  - (e) you will promptly provide written notice to us of any violations of our handgun or other weapons policies that you observe.
5. **Assumption of risk/waiver.** By signing this addendum and taking possession of the apartment, you acknowledge and agree that:
  - (a) we do not guarantee a gun-free environment at the apartment community and we cannot guarantee anyone's safety;
  - (b) no action or omission by us under this addendum may be considered a waiver of our rights, or of any subsequent violation, default, or time or place of performance, even if we have actual knowledge of, or have been provided with written notice of a violation;
  - (c) our efforts to restrict the carrying of handguns at the apartment community do not in any way enlarge, restrict or otherwise change the standard of care that we would have to you or any other household in the apartment community to render any areas in the apartment community any safer, more secure, or improved as compared to any other rental property;
  - (d) we disclaim any express or implied warranties that any part of the apartment community will have any higher or improved safety or security standards than any other rental property;
  - (e) we cannot and do not warrant or promise that any part of the apartment community is or will be free from handguns or other weapons; and
  - (f) our ability to effectively monitor or enforce this addendum depends in large part on your and your occupants' and guests' cooperation and compliance.

\_\_\_\_\_  
Signatures of All Residents

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\_\_\_\_\_  
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\_\_\_\_\_  
Signature of Owner or Owner's Representative

\_\_\_\_\_  
Date of TAA Lease Contract

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SAMPLE VALID FORM