

Texas Residential Lease Agreement

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this _____ day of _____, 20____, by and between _____ (hereinafter referred to as "Landlord") and _____ (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in _____ County, Texas, such real property having a street address of _____ (hereinafter referred to as the "Premises").

WHEREAS, Landlord is desirous of leasing the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant is desirous of leasing the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the sum of _____ DOLLARS (\$_____), the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of _____ (specify number of months or years), such term beginning on _____, and ending at 12 o'clock midnight on _____.
2. **RENT.** The total rent for the term hereof is the sum of _____ DOLLARS (\$_____) payable on the ___ day of each month of the term, in equal installments of _____ DOLLARS (\$_____), first and last installments to be paid upon the due execution of this Agreement, the second installment to be paid on _____. All such payments shall be made to Landlord at Landlord's address as set forth in the preamble to this Agreement on or before the due date and without demand.
3. **SECURITY DEPOSIT.** The following terms set forth the understanding between Landlord and Tenant regarding the security deposit funds, interest accrued on those funds, the refunding of the security deposit, notices under Texas law concerning security deposits, and permitted deductions under this Agreement.
 - (a) *Security Deposit and Replenishment.* Upon the execution of this Agreement by Landlord and Tenant, Tenant shall deposit with Landlord the sum of _____ DOLLARS (\$_____), receipt of which is hereby acknowledged by Landlord, as a Security Deposit for any damage caused to the Premises during the term hereof. "Security Deposit" has the meaning assigned to that term in §92.102 of the Texas Property Code. In the event that Landlord shall at any time apply any of such Security Deposit to cover unpaid rent, the late fee, costs to repair damage caused to the Premises, or any other fees or charges owed by Tenant under this Agreement, then, upon the request of Landlord to Tenant specifying the amount so applied, Tenant shall immediately deposit with