

4803 Canary Circle
SAN ANTONIO, TX 78217

RESIDENTIAL LEASE

General Terms & Conditions:

Landlord **Kabien Properties, LLC**
Address P.O. Box 701313
San Antonio, Texas 78270-1313
Phone: 210-823-7556
Email: info@KabienProperties.com

Tenant _____
Address 4803 Canary Circle, San Antonio, TX 78217
Work Phone:
Mobile Phone:
Email:

Property **4803 Canary Circle**
San Antonio, TX 78217

Lease Term **12 MONTHS**
Commencement Date:
End date of 1 year lease: _____

Monthly Rent Tenant shall make the following monthly rental payments to Landlord at the above address either on or before the first day of each calendar month:

<u>Month</u>	<u>Rent</u>
January 2011 Rent	\$910.00 (Due by January 1, 2011)
Feb' 11 – Dec '11	\$910.00 – per month

Security Deposit **\$1000.00, due prior to move-in**

Pet Deposit _____

1st month rent **\$910.00, due prior to move-in**

Permitted Use **Residential Living Quarters for ____Adults & ____ Children**

Tenant shall pay **Security system, electric, water & gas utilities, cable or satellite TV, & phone - 100% tenant responsibility.**

All lawn maintenance is the responsibility of the tenant. Landlord asks that if we experience long periods of no rain that some water be applied to the lawn to keep it from dying.

Other Details, Terms & Conditions:

Premises Taken As-Is

Tenant acknowledges that it has inspected the Property and accepts it in the present condition. Landlord has not made any promises to alter, remodel or improve.

Security Deposit

Tenant has deposited the sum of _____. This deposit shall be held by Landlord for the faithful performance by Tenant of all of the terms of this Lease.

Rent Payment

The initial monthly installment of Rent shall be due and payable on _____ and future monthly installments shall be due and payable on or before the first day of each calendar month thereafter.

Tenant agrees that if rent or any other sum is due and unpaid five (5) days after the amount is due, that amount shall be increased by **\$5.00 per day** until rent and late charges are paid in full.

Tenant shall pay to Landlord upon demand a **\$50.00 charge** for each returned check.

Pets

Landlord has granted permission for _____. Pet Security Deposit has been paid in the amount of _____ and Landlord has acknowledged that _____ will be on the property.

Pet Security Deposit

Tenant has deposited the sum of _____ **as an additional deposit for potential damage done by _____**. This deposit shall be held by Landlord for the faithful performance by Tenant of all of the terms of this Lease.

Pest Control

Landlord will provide bi-monthly pest control.

Vehicles

Property includes a 2-car garage as well as sizeable driveway for parking vehicles. Vehicles are defined as automobiles, trucks, recreational vehicles, boats, trailers & motorcycles. Vehicles can only be parked on paved surfaces not on the lawn.

Garage Door Openers

Landlord will provide two garage door openers. The two garage door openers must be returned upon termination of lease.

Appliances

Appliances provided & repaired by the landlord are: refrigerator/freezer, oven/cook top/vent-a-hood, dishwasher, and garbage disposal.

A Full size washer and dryer are provided. Landlord is not responsible for repairs or maintenance to the washer & dryer.

Condition of Premises

All trash shall be contained inside the dwelling or on the Property in a container(s) furnished by Tenant. Tenant shall keep the Property free from filth, danger of fire or any nuisance, and shall comply with all

city ordinances, state laws and regulations. Tenant shall occupy the Property in a clean and wholesome manner, free of any objectionable noises, odors or nuisances. All health and police regulations shall, in all respects and at all times, be fully complied with by the Tenant.

Garbage containers provided by the City are to be stored on side of house or in the back yard on non-collection days.

Repairs

For repairs, please text or call 210-823-7556. Emails can also be sent to info@kabienproperties.com. Non-urgent repairs will be handled during normal business hours (Monday through Friday, 8:00 am to 5:00 pm). Urgent repairs, including but not limited to plumbing leaks causing damage to the Property or personal property of the Tenant, significant roof leaks, or loss of heat from November 1st to February 28th, will be handled by the Landlord as soon as possible.

The initial coordination of all repairs will be by the Landlord. The appropriate repair man/contractor will be contacted by the Landlord, instructed to contact the Tenant, at which time it is the responsibility of the Tenant to meet with the repair man/contractor to allow access to the Property, and provide details as to the nature of the needed repair.

Assignment and Subletting

Tenant may not assign, transfer or sublet this Lease without written consent of Landlord.

Construction or Alterations

Tenant shall not make any alterations, additions or improvements in or to the Property without written consent of Landlord. Tenant is allowed to landscape.

Painting

Tenant must receive written approval from landlord prior to painting of any interior walls. Upon vacating the property tenant will be responsible for returning the walls back to a neutral color.

Tenant is not allowed to paint any of the exterior surfaces.

Access to Property

Tenant agrees to allow Landlord and it's agents to enter the property in order to inspect, repair and/or maintain.

Surrender of Possession

At the expiration or termination of the Lease, or if subsequent options to extend the Lease are exercised, Tenant will surrender the Property to Landlord.

In the event Tenant remains in possession of the Property after the expiration of this Lease or any extensions or amendments, it shall be deemed to be occupying the Property from month to month, and therefore Tenant is still subject to all of the terms of this Lease, except that the Rent may increase at the discretion of the Landlord.

Termination by Tenant

Tenant is required to provide Landlord written notice of lease termination and desire to vacate Property at least 30 days prior to the lease expiration.

Keys for Accessing Property

Landlord will provide _____ sets of keys for access to property. All sets must be returned upon termination of lease.

Return of Security Deposit(s)

The security deposit shall be returned in full to Tenant at the expiration of the Lease as long as:

- a) All rents and other sums payable by Tenant are not overdue and unpaid.
- b) There is no damage to Property beyond normal "wear and tear".
- c) The Property, including but not limited to appliances and backyard, are clean.
- d) Any interior painted walls have been properly repainted a neutral color.
- e) Tenant complies with all other terms and conditions of Lease.

Property Left on Premises

Upon the expiration of this Lease or its termination, Landlord is allowed to remove any personal property left on or in the Property without liability to Tenant.

Landlord's Liability

Landlord does not provide insurance for Tenants personal property, and is not be liable for any damage to or loss of personal property placed in, on or about the Property, resulting from fire, theft, explosion, flood, windstorm or other Act of God.

Waiver of Liability by Tenant

Landlord, along with its agents and employees, shall not be liable for, and Tenant unconditionally and absolutely waives any and all causes of action, rights, and claims against Landlord, its agents and employees, arising from any damage or injury to person or property, regardless of cause, sustained by Tenant or any person claiming through or under Tenant, resulting from any accident or occurrence in or upon the Property, unless the same shall be due to the gross negligence or intentional wrongdoing of Landlord or Landlord's agents and employees. This provision shall survive the termination or expiration of this Lease.

Waiver of Jury Trial

Landlord & Tenant voluntarily and intentionally irrevocably waive their right to a trial by jury in any action, proceeding or cause of action arising out of, under or in connection with this lease, the property, or any course of conduct, course of dealing, statements or accounts of any party herein. This provision is a material inducement for Landlord and Tenant entering into this lease.

No Oral Agreements

Tenant understands and agrees that Landlord has made no representations, warranties or promises with respect to this Lease or the Property, except as expressly set forth in this lease.

LANDLORD:

Kabien Properties, LLC

Signature

Date

TENANT:

Signature

Date