

# Texas Residential Lease Agreement

**LANDLORD: SHATEAUX, LLC***Reusable residential lease form - complete all blanks and applicable checkboxes before signing.*

## 1. PARTIES, PROPERTY, AND TERM

**1.1 Parties.** This Residential Lease Agreement ("Lease") is between Shateaux, LLC ("Landlord") and the tenant(s) identified below (collectively, "Tenant"). Each adult Tenant signing this Lease is jointly and severally responsible for all Tenant obligations to the extent permitted by law.

|                          |       |
|--------------------------|-------|
| Property Address         | _____ |
| City / State / ZIP       | _____ |
| Tenant 1 - Full Name     | _____ |
| Tenant 1 - Email         | _____ |
| Tenant 1 - Phone         | _____ |
| Tenant 2 - Full Name     | _____ |
| Tenant 2 - Email         | _____ |
| Tenant 2 - Phone         | _____ |
| Other Approved Occupants | _____ |
| Lease Start Date         | _____ |
| Lease End Date           | _____ |
| Possession Date          | _____ |

**1.2 Property.** The premises leased to Tenant are the dwelling at the Property Address above, together with Landlord-provided fixtures, appliances, parking rights, storage areas, and other appurtenances specifically identified in this Lease or an attached addendum (the "Property").

**1.3 Term.** The Lease begins and ends on the dates stated above unless renewed, extended, or terminated according to this Lease and applicable law. Tenant may not take possession before all required signatures, initial payments, and other move-in conditions are satisfied.

**1.4 Holdover.** If Tenant remains in possession after the Lease ends with Landlord's consent, the tenancy will convert to a month-to-month tenancy unless the parties agree otherwise in writing. Holdover rent will be \$\_\_\_\_\_ per month or \_\_\_\_\_% of the prior monthly rent, subject to any notice and legal requirements.

## 2. RENT, DEPOSITS, AND OTHER CHARGES

|                                 |                     |
|---------------------------------|---------------------|
| Monthly Rent                    | \$ _____            |
| Rent Due Date                   | _____ of each month |
| Security Deposit                | \$ _____            |
| Pet Fee (non-refundable)        | \$ _____            |
| Late Fee                        | \$ _____ / _____    |
| Returned / Rejected Payment Fee | \$ _____            |
| Other Recurring Charges         | \$ _____ for _____  |
| Other One-Time Charges          | \$ _____ for _____  |

**2.1 Rent.** Tenant will pay Monthly Rent in advance on or before the Rent Due Date without demand, deduction, setoff, or withholding except when allowed by law. If the Lease begins on a day other than the first day of a rental period, any prorated rent will be \$ \_\_\_\_\_ and due on \_\_\_\_\_.

**2.2 Security Deposit.** The Security Deposit secures Tenant's performance. It may be applied only as permitted by applicable law and is not a substitute for the final month's rent. Tenant must provide a forwarding address after move-out. Landlord may deduct lawful amounts for unpaid rent or charges, damage beyond ordinary wear and tear, missing items, cleaning beyond ordinary use, and other amounts permitted by law, and will provide any accounting or refund within the time required by applicable law.

**2.3 Late and Returned Payments.** Any late fee or returned/rejected payment fee is due only to the extent stated above and permitted by law. Acceptance of a late or partial payment does not waive Landlord's rights unless Landlord agrees in writing or applicable law provides otherwise.

**2.4 Electronic Payment Methods.** Landlord accepts rent and other approved charges by Venmo or Zelle using the property-specific payment instructions made available through the Tenant Portal. Tenant will access the portal through the Shateaux website at [shateaux.com](https://shateaux.com) and will sign in using the email address Tenant provides in this Lease. Tenant is responsible for using the current instructions for the correct Property. Payment is effective when actually received by Landlord and not reversed, rejected, or charged back. Tenant should not send funds to an account or recipient that differs from the instructions in the Tenant Portal unless Landlord confirms the change in writing.

**2.5 Allocation of Payments.** Unless prohibited by law, Landlord may apply payments first to the oldest unpaid lawful charges and then to rent. Landlord may refuse partial payments to the extent permitted by law.

## 3. USE, OCCUPANCY, AND CONDUCT

**3.1 Residential Use Only.** The Property may be used only as a private residence by the approved occupants. No short-term rental, sublease, assignment, room rental, or listing on a transient lodging platform is permitted without Landlord's prior written approval.

**3.2 Guests.** Guests may not establish residency or remain for more than \_\_\_\_\_ consecutive days or \_\_\_\_\_ total days in any \_\_\_\_\_-day period without Landlord's prior written approval, subject to applicable law.

**3.3 Lawful and Safe Conduct.** Tenant, occupants, guests, and invitees must comply with applicable laws, ordinances, homeowners' association rules, and reasonable written Property rules. Tenant may not create a nuisance, threaten health or safety, intentionally damage the Property, or engage in criminal activity at the Property. Nothing in this Lease restricts any person from requesting police, fire, medical, or emergency assistance.

**3.4 Smoking / Vaping.** ☐ Prohibited inside the dwelling and garage. ☐ Permitted only in this designated area: \_\_\_\_\_. Any smoking-related damage or odor remediation beyond ordinary wear may be charged to Tenant to the extent permitted by law.

## 4. PETS AND ANIMALS

**4.1 Prior Written Approval Required.** No pet or animal may be kept, housed, fed, or allowed to remain at the Property without Landlord's prior written approval, except for assistance animals or other animals protected by applicable law. Approval is animal-specific and may be revoked for material violations of this Lease or applicable law.

**4.2 Dog Restrictions.** No dog may exceed 25 pounds at full-grown weight. No breed, mix, or individual animal that Landlord or Landlord's insurer reasonably classifies as aggressive, dangerous, or high-risk is permitted. Without limiting the foregoing, an animal with a known history of biting, attacking, threatening, or aggressive behavior is prohibited. Landlord may require documentation reasonably necessary to evaluate the animal, subject to applicable law.

**4.3 Non-Refundable Pet Fee.** For each approved pet, Tenant will pay the non-refundable Pet Fee shown above before the pet is brought onto the Property. The Pet Fee is earned when paid and is not a security deposit. It does not limit Tenant's responsibility for pet-related damage, cleaning, odor treatment, pest treatment, waste removal, bodily injury, or other losses caused by the pet.

**4.4 Pet Responsibilities.** Tenant must keep each approved pet properly licensed and vaccinated as required by law; promptly remove pet waste; prevent excessive noise, odor, fleas, or nuisance conditions; keep the animal under reasonable control; and promptly repair or pay for pet-related damage. Tenant is responsible for claims arising from the animal to the extent permitted by law.

**4.5 Assistance Animals.** The pet fee, weight limit, breed restriction, and other pet-specific charges or rules will not be applied to a service animal, assistance animal, or reasonable accommodation to the extent prohibited by federal, state, or local fair-housing or disability law. Landlord may request information or documentation only to the extent permitted by law.

|                                   |                                                                        |
|-----------------------------------|------------------------------------------------------------------------|
| <b>Approved Pet 1</b>             | Name: _____ Type/Breed: _____ Color: _____ Full-grown wt.: _____<br>lb |
| <b>Approved Pet 2</b>             | Name: _____ Type/Breed: _____ Color: _____ Full-grown wt.: _____<br>lb |
| <b>Landlord Approval Initials</b> | _____                                                                  |

## 5. UTILITIES, SERVICES, AND PARKING

|                    |                                                                                                         |
|--------------------|---------------------------------------------------------------------------------------------------------|
| Electricity        | <input type="checkbox"/> Tenant <input type="checkbox"/> Landlord <input type="checkbox"/> Other: _____ |
| Water / Sewer      | <input type="checkbox"/> Tenant <input type="checkbox"/> Landlord <input type="checkbox"/> Other: _____ |
| Gas                | <input type="checkbox"/> Tenant <input type="checkbox"/> Landlord <input type="checkbox"/> Other: _____ |
| Trash              | <input type="checkbox"/> Tenant <input type="checkbox"/> Landlord <input type="checkbox"/> Other: _____ |
| Internet / Cable   | <input type="checkbox"/> Tenant <input type="checkbox"/> Landlord <input type="checkbox"/> Other: _____ |
| Lawn / Landscaping | <input type="checkbox"/> Tenant <input type="checkbox"/> Landlord <input type="checkbox"/> Other: _____ |
| Pest Control       | <input type="checkbox"/> Tenant <input type="checkbox"/> Landlord <input type="checkbox"/> Other: _____ |
| Parking / Garage   | _____                                                                                                   |

**5.1 Utility Accounts.** Tenant will place any Tenant-paid utilities in Tenant's name by the possession date and keep them continuously active during the Lease. Tenant is responsible for utility charges attributable to Tenant's period of occupancy except as otherwise stated above or required by law.

**5.2 Parking.** Tenant may park only in authorized areas and must comply with applicable parking, towing, fire-lane, and homeowners' association rules. Inoperable, unregistered, leaking, oversized, or commercial vehicles may not be kept at the Property without Landlord's written approval, subject to law.

## 6. CONDITION, MAINTENANCE, AND REPAIRS

**6.1 Move-In Condition.** Tenant will inspect the Property promptly after receiving possession and return any move-in condition form within \_\_\_\_\_ days. Failure to identify an item does not waive non-waivable rights, but the move-in record may be used to distinguish pre-existing conditions from Tenant-caused damage.

**6.2 Tenant Duties.** Tenant will keep the Property reasonably clean and sanitary; properly use plumbing, electrical, HVAC, appliances, fixtures, and other systems; promptly remove trash; take reasonable steps to prevent frozen pipes, moisture accumulation, mold growth, pests, and other avoidable damage; replace ordinary consumables such as light bulbs and HVAC filters if assigned to Tenant; and promptly notify Landlord of leaks, unsafe conditions, needed repairs, or damage.

**6.3 Repairs.** Tenant must report repair needs through the Tenant Portal, by written notice to Landlord, or by another method Landlord designates. Landlord will perform repairs and maintenance required by this Lease and applicable law. Tenant may not withhold rent, repair-and-deduct, terminate, or exercise another remedy except as permitted by applicable law and after satisfying any required notice or procedural steps.

**6.4 Tenant-Caused Damage.** Tenant is responsible for the cost of repairing damage caused by Tenant, occupants, guests, invitees, or approved animals beyond ordinary wear and tear, to the extent permitted by law.

**6.5 Alterations.** Tenant may not paint, install fixtures, change locks, mount satellite equipment, make structural changes, install pools/trampolines, or otherwise alter the Property without Landlord's prior written approval, except as permitted or required by law. Approved alterations become part of the Property unless the written approval states otherwise.

**6.6 Mold and Moisture.** Tenant will use ventilation, promptly dry water spills or condensation, maintain reasonable indoor temperature and humidity, and immediately report visible mold, recurring condensation, plumbing leaks, roof leaks, HVAC drainage problems, or water intrusion. Tenant may not disturb suspected hazardous materials.

## 7. LANDLORD ACCESS

**7.1 Entry.** Landlord and Landlord's agents may enter the Property at reasonable times and with any notice required by law to inspect, make repairs, perform maintenance, provide services, show the Property to prospective tenants, purchasers, lenders, insurers, or contractors, or address a suspected Lease violation. Landlord may enter without prior notice in an emergency, when Tenant requests entry, when the Property appears abandoned, or when otherwise permitted by law.

**7.2 Keys and Access Devices.** Tenant may not duplicate, transfer, or alter access devices except as permitted by law. All keys, remotes, access cards, and other devices must be returned at move-out. Replacement or rekeying charges may be assessed as permitted by law and this Lease.

## 8. INSURANCE, LIABILITY, AND CASUALTY

**8.1 Renter's Insurance.** [ ] Required [ ] Not required. If required, Tenant must maintain renter's liability and personal-property coverage with minimum liability limits of \$\_\_\_\_\_ and provide proof upon request. Whether or not required, Landlord's insurance generally does not cover Tenant's personal property, relocation expense, or liability.

**8.2 Personal Property.** Tenant bears the risk of loss to Tenant's personal property except to the extent a loss is caused by Landlord and Landlord is legally liable. Tenant is encouraged to insure personal property, including appropriate flood or water-damage coverage when available.

**8.3 Casualty.** If fire, storm, flood, or other casualty materially damages the Property, the parties' rights and obligations will be determined by this Lease and applicable law. Tenant must immediately notify Landlord of any casualty and take reasonable steps to prevent further damage when safe to do so.

## 9. DEFAULT, TERMINATION, AND MOVE-OUT

**9.1 Tenant Default.** Tenant is in default if Tenant fails to pay rent or other lawful amounts when due, materially violates this Lease, materially damages the Property, or engages in conduct that constitutes a default under applicable law. Landlord may deliver any notice required by law and may pursue lawful remedies, including termination, possession through court process, unpaid rent, damages, and other recoverable amounts. Landlord will not use unlawful self-help.

**9.2 Landlord Default.** If Landlord materially fails to perform a legal or Lease duty, Tenant may exercise remedies available under applicable law after satisfying applicable notice and procedural requirements. Nothing in this Lease waives a non-waivable Tenant right.

**9.3 Early Termination.** Tenant remains responsible through the end of the Lease unless the parties sign a written early-termination agreement or applicable law grants a right to terminate, including any rights that may apply to military service, family violence/domestic abuse, sexual offenses, stalking, disability-related accommodations, casualty, or other protected circumstances. Any optional early-termination fee agreed by the parties is \$\_\_\_\_\_ and applies only if lawful and documented in writing.

**9.4 Surrender.** At move-out, Tenant will vacate completely, remove all personal property and trash, return all keys and access devices, leave the Property reasonably clean, provide a forwarding address, and return possession as required by law. Property left behind may be handled only as permitted by applicable law.

**9.5 Mitigation.** Any duty to mitigate damages will be governed by applicable law. Landlord's efforts to relet do not release Tenant from lawful obligations unless required by law or agreed in writing.

## 10. NOTICES AND ELECTRONIC COMMUNICATIONS

|                                      |       |
|--------------------------------------|-------|
| Landlord Notice Address              | _____ |
| Landlord Notice Email                | _____ |
| Tenant Notice Address (if different) | _____ |
| Tenant Notice Email                  | _____ |

**10.1 Formal Notices.** Notices required by law or this Lease must be delivered by a method permitted by applicable law. The addresses above are the parties' notice addresses until changed by written notice. If a statute requires a specific delivery method, that statute controls.

**10.2 Tenant Portal and Email.** Tenant authorizes Landlord to use the email address provided in this Lease to create and maintain Tenant Portal access, send routine account information, maintenance communications, Property updates, and other electronic communications. This consent does not replace any legally required method of service or notice. Tenant must promptly update Landlord if Tenant's email changes.

## 11. GENERAL TERMS

**11.1 Entire Agreement.** This Lease and its signed addenda are the entire agreement concerning the tenancy and supersede prior oral or written agreements concerning the same subject. A change must be in writing and signed by the parties unless applicable law permits another method.

**11.2 No Waiver.** A party's delay or failure to enforce a provision once does not waive future enforcement. Acceptance of rent after a breach does not waive rights except to the extent required by law.

**11.3 Severability and Savings Clause.** If a provision is unlawful or unenforceable, it will be limited or severed to the minimum extent necessary, and the remainder will remain effective. This Lease does not waive any right or duty that applicable law makes non-waivable.

**11.4 Governing Law.** This Lease is governed by the laws of the State of Texas and applicable federal law. Venue will lie where required or permitted by law.

**11.5 Association / Community Rules.** If the Property is subject to a homeowners' association, condominium association, deed restrictions, or community rules, Tenant must comply with all rules provided to Tenant. Tenant is responsible for fines or charges caused by Tenant, occupants, guests, invitees, or approved animals to the extent permitted by law.

**11.6 No Oral Promises.** Tenant acknowledges that Tenant is not relying on any oral promise or representation not included in this Lease or a signed addendum, except that this clause does not limit rights based on fraud, misrepresentation, or other rights that cannot lawfully be waived.

## 12. TEXAS-SPECIFIC PROVISIONS

**12.1 Security Deposit Timing.** Subject to the Texas Property Code and any lawful deductions, Landlord will refund the remaining Security Deposit and provide any required written description and itemized list of deductions within 30 days after Tenant surrenders the Property, provided Tenant gives Landlord a written forwarding address as required by Texas law. Tenant may not use the Security Deposit as the final month's rent.

**12.2 Repair Rights.** Landlord and Tenant intend to comply with Texas Property Code requirements concerning conditions that materially affect the physical health or safety of an ordinary tenant, required notices, reasonable repair time, and statutory remedies. Tenant should send repair notices in writing to the Landlord Notice Address and may also submit them through the Tenant Portal. This Lease does not waive any non-waivable repair remedy.

**12.3 Security Devices and Rekeying.** Landlord will provide, install, maintain, and rekey locks and other security devices to the extent required by Texas law. Tenant may not remove, disable, or alter a required security device without Landlord's written approval except as allowed by law.

**12.4 Smoke Alarms.** Landlord and Tenant will comply with Texas law concerning smoke alarms. Tenant must promptly report a missing, damaged, or malfunctioning alarm and may not disable an alarm except as allowed by law.

**12.5 Late Fees.** A late fee will be charged only if the rent has remained unpaid for the period required by Texas law after the date rent was due and only in an amount that is reasonable and lawful. If the blank late-fee term in Section 2 is inconsistent with Texas law, the lawful maximum or lawful method will control.

**12.6 Landlord's Duty to Mitigate.** If Tenant abandons the Property in violation of this Lease, Landlord will make reasonable efforts to mitigate damages as required by Texas law.

## 13. TEXAS FLOOD DISCLOSURE

Landlord will complete this section before the Lease is signed. The disclosure is intended to address Texas residential flood-notice requirements; it does not guarantee that flooding will or will not occur.

|                                     |                                                                                                                                                                                                                                                                                              |
|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>100-Year Floodplain</b>          | <input type="checkbox"/> Landlord is aware the dwelling is located in a 100-year floodplain.<br><input type="checkbox"/> Landlord is not aware the dwelling is located in a 100-year floodplain.                                                                                             |
| <b>Flood Damage History</b>         | <input type="checkbox"/> Landlord is aware the dwelling has flooded at least once during the five-year period immediately preceding the effective date of this Lease.<br><input type="checkbox"/> Landlord is not aware the dwelling has flooded at least once during that five-year period. |
| <b>Additional Flood Information</b> | <hr/> <hr/>                                                                                                                                                                                                                                                                                  |

Tenant understands that a property can flood even if it is not in a designated floodplain. Tenant is encouraged to evaluate renter's insurance and separate flood coverage because Landlord's insurance generally does not insure Tenant's personal property.

## 14. DISCLOSURES AND ADDENDA

**14.1 Lead-Based Paint.** If the dwelling was built before 1978, the federally required Lead-Based Paint Disclosure and any required pamphlet acknowledgment must be completed and attached before Tenant becomes obligated under the Lease.

**14.2 Other Addenda.** The following signed documents are incorporated into this Lease when applicable:

- ☐ Move-In / Move-Out Condition Report
- ☐ Pet Approval / Pet Information Addendum
- ☐ Lead-Based Paint Disclosure (pre-1978 housing)
- ☐ Homeowners' Association / Community Rules
- ☐ Parking / Garage Addendum
- ☐ Guaranty
- ☐ Other: \_\_\_\_\_

## 15. ADDITIONAL TERMS

**Additional Terms**

Any handwritten or typed Additional Terms are part of this Lease only if accepted by the parties. If an Additional Term conflicts with a non-waivable law, the law controls.

## 16. SIGNATURES

By signing below, each party acknowledges that the party has read this Lease, received or had the opportunity to receive all incorporated addenda and disclosures, and agrees to be bound by its lawful terms. Electronic signatures and counterparts may be used to the extent permitted by law.

**LANDLORD**

Shateaux, LLC

By: \_\_\_\_\_

Name / Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Landlord / Agent Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**TENANT(S)**

Tenant 1: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Tenant 2: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Additional Tenant: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_ | TEXAS