

Texas Residential Lease Agreement

This is a binding contract. Please read carefully before signing.

This Texas Residential Lease Agreement (hereinafter referred to as the "Lease") is made and entered into on 2023-04-06, between,

BRITTANY DAILEY (hereinafter

referred to as the "Resident(s)"), and

Medford Four Seasons, LLC (hereinafter referred to as the "Landlord").

When the term Resident(s) is used in the Lease and there is more than one person or entity, each shall be jointly and severally liable for the obligations of Resident(s). All Resident(s) will be held responsible to the Landlord for the Texas Residential Lease Agreement.

Neither the Landlord or any representatives have made any oral promises, representations, or agreements. This Lease is the entire agreement between Landlord and Resident(s).

- 1. Property: Landlord owns certain real property and improvements located at 713 Eastland Drive, Unit A, Temple, TX 76502 (Property) Landlord desires to lease the Property to Resident(s) upon the terms and conditions named in the Lease. Resident(s) desire to lease the Property upon the terms and conditions named in the Lease.
- 2. Lease Term: The Lease term shall commence on April 7, 2023 and end at 4:00 p.m. on April 6, 2024. Tenant shall be required to vacate the Property no later than 4:00 p.m. on the lease end date, unless Landlord and Resident(s) have formally extended the Lease by written and signed Renewal Addendum or a new Lease.

Resident(s) must give no less than **30 days** written notice of intent to vacate. If Resident(s) intend to vacate prior to the Lease end date, Resident(s) are liable for a reletting charge of **85%** of the highest monthly rent during the lease term or Renewal Period. The reletting charge will apply if: Resident(s) fail to move in, fail to give written move-out notice as required, move out without paying rent in full for the entire Lease term or renewal period, move out at Landlords demand for Resident(s) default, or judicial eviction. **The reletting charge is not a cancellation fee nor a lease buyout charge and does not release Resident(s) from the obligations of the Lease.** The reletting charge is an estimation of damages and is due whether or not the Landlords reletting attempts succeed. The reletting charge does not release Resident(s) of liability for past due or future rent through the Lease term or renewal period, cleaning, repairs or other sums due.

In the event Landlord accepts rent from Resident(s) willingly or unwillingly after the Lease end date, Resident(s) are considered to be in Hold Over of the Property and are subject to Resident(s) Hold Over described below.

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3. Rent: Resident(s) shall pay to Landlord the sum of \$ 1500.00 (Rent) as monthly Rent in advance and without demand through Resident(s) online portal for the term of the Lease and any Renewal Periods thereafter. **Due date for Rent shall be the 1st of each calendar month** and shall be considered advanced payment for that month. Resident(s) agree that not paying rent on or before the **1st** of each month is breach of this Lease. Cash, cashier's check, money order or paper checks will not be permitted as payment for any reason. Resident(s) cannot hold or offset Rent. Weekends or Holidays do not delay or excuse Resident(s) obligation to timely pay rent. Landlord may, at their option, require at any time that Resident(s) pay all rent and other sums in one single payment by any method they specify.

Delinquent Rent: Rent shall be considered overdue and delinquent on the **7th** of each calendar month. Resident(s) will pay the Landlord a late charge equal to **12%** of the monthly rent.

Prorated Rent: In the event that Lease commencement date is not the 1st of the calendar month, rent payment shall be based on a 30-day period.

Returned Payments: In the event any payment made by Resident(s) is returned for insufficient funds (NSF) or if Resident(s) stop payment, Resident(s) will pay **\$100.00** to Landlord for each such payment plus late charges as described above until Landlord has received payment of Rent in full.

Order in which Funds are Applied: Landlord shall apply funds received from Resident(s) first to any non-rent obligations including late charges, returned check fees, charge-back for repairs and periodic utilities, then to Rent regardless of any notations on payment.

Resident(s) Hold Over: If a Resident(s) and or Resident(s) belongings remain in the Property without written consent from the Landlord through a signed Renewal Addendum or a new Lease, Resident(s) shall be subject to all terms and conditions of this Lease, except that the Rent shall be due and owing at a **10%** increase to the highest monthly rent during the lease term and such tenancy shall be terminatable by three (3) days written notice served by the Landlord.

Rent Increases: There shall be no Rent increase through the end date of this Lease. Landlord may increase the Rent for any Renewal Periods offered to Resident(s) no less than 30 days prior to the end date of this Lease.

Failure to Pay 1st Months Rent: If Resident(s) fail to pay 1st month's rent by non-payment or failed ACH or credit/debit card transaction through Resident(s) payment portal that is due after the initial payment outlined in the Lease as Move in Costs, all future Rent for the Lease term can be automatically accelerated without notice and due immediately. Landlord may also end your right for occupancy and recover damages, future Rent, reletting charges, attorney's fees, court costs and any other lawful charges.

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4. Security Deposit: The total Security Deposit for Resident(s) is \$ 1500.00 due five (5) days prior to the beginning date of this Lease as security for any damages to the Property during the Lease term. This deposit does not include a pet deposit and pets are not allowed on the property without written consent from the Landlord through a Pet Addendum. Security Deposit obligations must be fulfilled through the following:
- Security Deposit Payment: Resident(s) shall pay the Security Deposit by ACH or debit/credit card through the payment portal. This payment must be "Posted" in the payment portal before access to the Property is granted.
 - Rhino Policy: Resident(s) shall hold and maintain a Rhino policy in the amount of the Security Deposit for the duration of the Lease term and any Renewal Periods thereafter. This policy must be "Active" before access to the Property is granted. If for any reason the Rhino policy is cancelled during the Lease term or any Renewal Period thereafter a Security Deposit in the amount described above is due to the Landlord IMMEDIATELY and without request.

Resident(s) Security Deposit can not be used to pay the last month's rent.

Refund of Security Deposit: Upon the Resident(s) relinquishment of the Property, keys and access devices at the end of the Lease term, the funds held by the Landlord as the Security Deposit may be applied to accrued rent and the amount of "Damages" defined as the financial burden the Landlord has suffered by reason of the Resident(s) non-compliance with the terms of the Lease or with any and all laws, ordinances, rules, and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Property. Security Deposit refund check and any deduction itemizations will be completed within 30 days by Landlord and any refunds owed to Resident(s) will be issued by one check, jointly payable to all Resident(s) and mailed to any one Resident(s) the Landlord chooses.

Resident(s) who used a Rhino Policy: there will be no Security Deposit refunded. If the Rhino Policy does not cover the Damages defined above, a bill for the additional charges will be completed within 30 days by the Landlord and mailed to any one Resident(s) the Landlord chooses.

Resident(s) are jointly and equally responsible for any balance owed to the Landlord after the property has been vacated.

5. Move-In Costs: Resident(s) agree to pay Move-In Costs of \$ 3000.00, which includes:
- Security Deposit: \$ 1500.00
 - Rent: \$ 1500.00 for May 2023
 - Pro-Rated Rent: \$ _____ for _____
 - Non-refundable Pet Fee: \$ _____ for _____
 - Pet Rent: \$ _____ for _____
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These costs must be paid in full 5 business days prior to the Lease start date. Move-In Costs must be "Posted" in the payment portal before access to the property is granted. **Delayed Move-In Cost posting will delay the Move-In Date to the Move-In Cost posting date.**

Resident(s) using Rhino policies for Security Deposit must have policy "Active" for the Lease term dates before access to the property is granted.

- 6. **Utilities and Services:** Resident(s) will pay for all utilities and services, related deposits and any fees or charges on such utilities and services during the Lease term. Resident(s) are required to turn on utilities in the Resident(s) name no later than the Lease start date and are required to maintain utilities for the duration of the lease and any Renewal Periods thereafter. If electricity is interrupted, Resident(s) must only use battery operated lighting. Resident(s) must not allow any utilities, other than cable and internet, to be cut off for any reason, including disconnection for non-payment, until the Lease term or Renewal Period ends. If Resident(s) delay getting utilities in the Resident(s) name on or before the Lease start date or cause the utilities to be put back into the Landlord's name before the surrender of the Property, Resident(s) are liable for a charge of **\$50.00** per billing period, plus the actual cost of the utilities used while the utility should have been billed to the Resident(s) and is due with Rent.

- 7. **Renter's Insurance:** Resident(s) acknowledge that Landlord does not acquire or maintain insurance for Resident(s) benefit or which is designed to insure Resident(s) personal injury, loss, or damage, to personal property or belongings, or the Resident(s) liability for injury, loss or damage that Resident(s), Occupant(s) or Guests may cause others. Any insurance policy that insures Resident(s) for personal injury, loss, or damage to personal property or belongings or provides coverage for Resident(s) own liability for injury loss or damage that Resident(s), Occupant(s) or Guest may cause others must be bought and maintained solely by the Resident(s).

- 8. **Property Use:** The Property shall be used and occupied solely by Resident(s) and Authorized Occupant(s):
Kymestry Smith & Marcus Smith

_____ /
exclusively as a private single family dwelling. No part of the Property shall be used at any time during the Lease by Resident(s) or Occupant(s) for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family dwelling. Resident(s) shall not allow any persons other than Resident(s) or Occupant(s) listed in the Lease to use or occupy the Property without Landlord's written consent for longer than **14 days** of the Lease term. Resident(s), Occupant(s) and Guest(s) shall comply with any and all laws, ordinances, rules, and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Property.

Prohibited Conduct: Resident(s), Occupant(s) and Guest(s) may not engage in Criminal Conduct regardless of where conviction or arrest occur. Criminal Conduct may include but is not limited to; possessing, manufacturing, or delivering controlled substances or drug paraphernalia, threatening or engaging in physical violence, possession of a weapon when prohibited by law, or

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unlawfully discharging a firearm in the home. Resident(s), Occupant(s) and Guest(s) may not behave in a loud or obnoxious manner that would disrupt or threaten the rights, comfort, health safety, or convenience of Others, including but not limited to the Landlord, the Landlord's representatives, agents representing the Landlord or business affiliations, and neighbors. Resident(s), Occupant(s) and Guest(s) may not disrupt the business operations of the Landlord, make bad-faith or false allegations against Landlord or Others, bring hazardous materials into the Property, or tamper with utilities or telecommunications.

Hazardous Materials: Resident(s) shall not keep or store any hazardous materials, dangerous, flammable, explosive, or other materials that might be considered hazardous or extra hazardous by any responsible insurance company, or that might unreasonably increase the danger of fire or explosion on the Property.

Notice of Convictions and Registrations: Resident(s) must notify the Landlord within 15 days if any Resident(s) or Occupant(s) are convicted of a felony. Resident(s) must notify the Landlord within 15 days if any Resident(s) or Occupant(s) register as a sex offender.

9. Condition of Property:

At possession: Resident(s) represent and warrant that Resident(s) have examined the Property and at the time of this Lease the Property is in good order, repair, and in a safe, clean, and tenantable condition. A Move-In Walkthrough of the condition of the property will be documented at time of move-in. The Move-In Walkthrough must be returned to Landlord no later than 72-hours after move-in.

At surrender: Upon expiration of the Lease term or any Renewal Period thereafter, Resident(s) will surrender the Property in as good condition as was given to them at the commencement of this Lease. Reasonable use, wear and tear, and damages by the elements expected.

10. Assignment and Sub-letting: Resident(s) shall not assign this lease, sub-let, or grant any License to use the Property or any part thereof without the prior written consent the Landlord. A consent by the Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting, or license. An assignment, sub-letting or license without the prior written consent of the Landlord or an assignment or sub-letting by operation of law shall be invalid and shall, at Landlords option, terminate the Lease.

Replacement and Addition: Replacing or adding a Resident(s) is allowed only by Landlord's consent. If a departing or remaining Resident(s) find a replacement Resident(s) or additional Resident(s) acceptable by the Landlord and Landlord consents to the replacement or addition then: a reletting charge will not be charged, however, a departing Resident(s) and remaining Resident(s) will remain liable for all Lease obligations for the remainder of the Lease term.

Replacement and Addition Procedures: If the Landlord approves a replacement or additional Resident(s) the Resident(s) must sign an entirely new lease unless agreed to otherwise in writing. Any departing Resident(s) security deposit will transfer to the replacement Resident(s)

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as of the date of Landlord's approval. Any departing Resident(s) will no longer have a right to occupy the Property or to any security deposit refund but will remain liable for the duration of the original Lease term even if a new lease is signed.

Rental Prohibited: Resident(s) agree Resident(s) will not rent or offer to rent or license all or any part of the Property to anyone else. Resident(s) agree they won't accept anything of value from anyone for the use of any part of the Property. Resident(s) agree to not list any part of the Property on any lodging rental website or with any person or company that advertises lodging or dwellings for rent. Violation shall at Landlord's option, terminate the Lease.

11. Alterations and Improvements: Resident(s) shall make no alterations or improvements to the Property or construct any building or make any other improvements on the Property without the written consent of the Landlord. All alterations, changes, and/or improvements built, constructed or placed on the Property by Resident(s), unless agreed to in writing between the Resident(s) and Landlord, become the property of the Landlord and remain on the Property at the expiration or termination of the Lease.
12. Non-delivery of Possession: In the event the Landlord cannot deliver possession of the Property to Resident(s) on the lease start date through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents have 30 days in which to give possession of the Property. If possession is given in such time, Resident(s) agrees to accept the Property and pay the Rent from that date. In the event possession of the Property can not be given in that time, through no fault of Landlord or its agents, then the Lease shall be terminated.
13. Maintenance, Repair, Damage and Safety: Resident(s) will at their sole expense maintain the Property and appurtenances in good and sanitary condition and repair during the term of the Lease and any renewal periods thereafter. Resident(s) shall:
- A. Maintain the lawn and landscaping by mowing and trimming grass, shrubs, bushes and trees as necessary. Resident(s) are required to water the lawn and foundation of the Property to prevent cracks and settling of the earth.
 - B. Not obstruct the driveways, sidewalks, entryways, stairs and/or halls, which shall be used for the purpose of ingress and egress.
 - C. Keep all windows, glass, window coverings, doors, locks and hardware in good clean order and repair.
 - D. Not obstruct or cover the windows and doors, except for blinds, and curtains. Resident(s) may not cover windows with aluminum foil.
 - E. Not leave windows and doors open during inclement weather.
 - F. Not hang any laundry, clothing, sheets, etc., from any rail, window, porch or balcony or dry the same within any yard area or space.

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- G. Keep all HVAC filters clean and free from dirt. **Resident(s) are required to change the HVAC filters once per month.** If the HVAC is working incorrectly, and the cause is a dirty filter, the service and repair fees will be charged to the Resident(s).
- H. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were intended. Resident(s) shall not allow any sweepings, rubbish, sand, rags, ashes or other substances not intended for plumbing to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be charged to the Resident(s). Clogged toilets are the Resident(s) responsibility. Landlord will send a plumber on Resident(s) behalf at Resident(s) request but charges will be billed to Resident(s), with the sole exception of line cleaning/rooting where cause is determined to be by tree roots, broken pipes, or vegetation.
- I. Resident(s) shall remove trash, garbage, and rubbish from the property and dispose of such items in the proper location. Resident(s) will not allow trash, garbage, rubbish or refuse to be remain in the interior or the exterior of the Property.
- J. Keep smoke and carbon monoxide detectors in good working condition.

Resident(s) will report all maintenance repairs to the maintenance department at **254-253-5480**. If the situation is life threatening, call 9-1-1 immediately and contact the Landlord at the above phone number once authorities have arrived and the situation is under control.

Emergency Maintenance: any issue with the property that is a threat to life, health, or the property including but not limited to fire, flood, and safety. Resident(s) may report emergencies 24/7 to the maintenance department at the above phone number. Landlord intends to respond within 24 hours not to exceed 7 days.

Resident(s) Lock Out: If Resident(s) lock themselves out of the Property, this is not an emergency. Resident(s) may call during normal business hours and if a representative is available Landlord may unlock the Property at Landlord's discretion for a fee of **\$75.00**. Resident(s) will need to contact a locksmith and pay for the locksmith to unlock the Property. Resident(s) are not authorized to change the locks on any part of the Property for any reason.

Non-Emergency/Routine Maintenance: any maintenance request that is not an emergency. Resident(s) will report non-emergency maintenance during business hours at the above phone number. Landlord intends to respond within 72 hours during normal business hours, not to exceed 21 days.

Landlords Duty to Repair or Remedy: Landlord shall make a diligent effort to repair or remedy a condition if: Resident(s) specifies the condition to Landlord, Resident(s) are not delinquent in the payment of rent at the time the request is received, and the condition materially affects the physical health or safety of an ordinary Resident. Unless the condition was caused by normal wear and tear, the Landlord does not have a duty during the Lease term or renewal period to repair or remedy a condition caused by the Resident(s), a lawful Occupant, a member of the Resident(s) family, or a guest or invitee of Resident(s).

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Damage: In the event the Property is destroyed or rendered uninhabitable by fire, storm, earthquake or other natural disaster not caused by the negligence of the Resident(s), the Lease shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between the Landlord and Resident(s) up to the time of such injury or destruction of the Property. Resident(s) paying rentals up to such date and Landlord refunding Rent collected beyond such date. Should a portion of the Property be rendered uninhabitable, the Landlord shall have the option of either repairing such damaged portion or terminating the Lease. In the event the Landlord exercises their right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bear to the whole Property, and such part so injured shall be restored by the Landlord as speedily as practicable, after which the full rent shall recommence, and the Lease continue according to its terms.

Safety: Keyed locks will be rekeyed after the prior resident moves out. The rekeying will be done prior to Resident(s) move-in or within 7 days after move-in as required by law. Resident(s) are not allowed to change any locks on the Property, new keyed locks, pad locks, digital locks, security system locks, or any other locks, without written consent from the Landlord. This includes but is not limited to doors, windows, garages, and storage areas.

Pest Control: Resident(s) are responsible for pest control during the lease term and any renewal periods thereafter.

14. **Washing Machines and Dryers:** Resident(s) have permission from Landlord to install and use a washing machine and/or dryer in the Property, subject to conditions.

Resident(s) will/ will not be provided a washing machine.

Resident(s) will/ will not be provided a dryer.

The Landlord does not install, maintain, replace, or use these machines. You are in the best position to prevent water damage or fire caused by a defective washing machine/dryer, a washing machine/dryer accident, or improper installation, maintenance or use of the washing machine/dryer.

Conditions: If Resident(s) washing machine or dryer leaks, floods or catches fire, it can cause damage to the property, as well as damage to personal property. For these reasons, Resident(s) right to install and use a washing machine or dryer are subject to the following, which Resident(s) automatically agree to when connecting or using a washing machine or dryer in the Property.

Installation: Resident(s) should be careful in the installation, maintenance, and use of washing machines or dryers in the property. Resident(s), Occupants and Guests must follow manufacture's instructions for the washing machine or dryers' installation, maintenance and use. Landlord recommends you have them professionally installed.

Responsibility for Damage: Resident(s) agree to assume strict liability for all damage to the property and personal property if the washing machine or dryer leaks, floods, or catches fire. Resident(s) will be responsible for costs of removing water, replacing permanently damaged

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carpet, tile, vinyl, drywall etc. and any other repairs needed due to damage from the washing machine or dryer. Landlord will not replace broken or malfunctioning washers or dryers whether provided by the Landlord initially or not.

15. Refrigerators: Resident(s) will/ will not be provided a refrigerator.
When/if a refrigerator is provided and it breaks or needs repair, the Landlord will not service or replace the refrigerator for any reason.

16. Microwaves: Resident(s) will/ will not be provided a microwave.

17. Access by Landlord: Landlord and Landlord’s agent shall have the right at all reasonable times and by all reasonable means, with no less than **24-hour notice**, during the Lease term and any renewal period thereafter to enter the Property, including but not limited to, for the following reasons: inspect the property for condition, make repairs, show the property to prospective Resident(s); prospective purchasers, inspectors, fire marshals, lenders, appraiser, or insurance agents, exercise a contractual or statutory lien, or seize nonexempt property after default. In the event of an emergency such as, but not limited to, fire or flood, enter the Property without notice. Landlord may post written notice on the front door of the Property without notice. Landlord may prominently display a “For Sale” or “For Rent” or similarly worded sign on the Property during the Lease term or any renewal periods thereafter. If Resident(s) fails to permit reasonable access under this paragraph, Resident(s) will be in default of the Lease.

Last 60 Days of Lease Term or Renewal Period: Resident(s) must keep the Property clean and in showing condition in the event the Property needs to be shown by Landlord or it’s representatives to perspective residents. A re-showing fee of **\$75.00** will be charged to the Resident(s) if the Property is inaccessible for showings due to pets, cleanliness, or access issues caused by Resident(s).

18. Subordination of Lease: This Lease and Resident(s) interest hereunder are and shall be subordinate, junior and inferior to all mortgages, liens or encumbrances now or hereafter placed on the Property by Landlord, all advances made under any such mortgages, liens or encumbrances, including but not limited to future advances, the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

19. Animals: THERE WILL BE NO PETS WITHOUT WRITTEN CONSENT BY LANDLORD VIA PET ADDENDUM. Resident(s) shall not permit any animal including mammals, reptiles, birds, fish, rodents, or insects on the Property, even temporarily, unless otherwise agreed to in writing by Landlord. If Resident(s) violate the pet restrictions of this Lease, Resident(s) will pay Landlord a fee of **\$100.00** per day per animal for each day Resident(s) violate the animal restrictions. This fee will be due with Rent. Landlord may remove or cause to be removed any unauthorized animal and

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deliver it to an appropriate local authority by providing at least 24-hour written notice to Resident(s) of Landlord's intent to remove the unauthorized animal. Landlord will not be liable for any harm, injury, death, or sickness to any unauthorized animal. Resident(s) are responsible and liable for any damage or required cleaning to the Property caused by any unauthorized animal and for all costs Landlord may incur in removing any unauthorized animal.

20. Waterbeds: THERE WILL BE NO WATERBEDS.

21. Bed Bugs: Landlord is not aware of any current evidence of bed bugs or bed bug infestations in the property.

Resident(s) have inspected the dwelling before moving in and you did not find any evidence of bed bugs or bed bug infestations.

Resident(s) will inspect the dwelling within 48 hours after moving in and will notify the Landlord of any bed bugs or bed bug infestations.

Resident(s) are not aware of any infestation or presence of bed bugs in current or previous apartment, home, dwelling, or personal property.

Resident(s) agree not to take any discarded items from, but not limited to, dumpsters, dumpster areas, or anywhere that has potential to be infested with bed bugs and bring them into the Property.

If an infestation is found in the Property, Resident(s) agrees to pay for any expenses including, but not limited to, cleaning, pest control treatments, attorney and management fees that Landlord may incur as a result of the infestation of bed bugs in the Property. Resident(s) agrees to pay the same expenses for any adjoining Property.

Resident(s) agree to hold Landlord harmless from any actions, claims, losses, damages, or expenses that may incur as a result of a bedbug infestation.

Resident(s) with current or past bed bug infestations will not be allowed to transfer to any other property.

Notification: Resident(s) must promptly notify Landlord; of any known or suspected bed bug infestation or presence in the Property, or in any clothing, furniture, or personal property; of any recurring or unexplained bites, stings, irritations, or sores on the skin or body that you believe are caused by bed bugs; if Resident(s) discover any condition of bed bugs or if Resident(s) receive any confirmation of bed bug presence by a licensed pest-control professional or other authoritative source.

Cooperation: If Landlord confirms the presence of infestation of bed bugs, Resident(s) must cooperate and coordinate with Landlord and pest control agents to treat and eliminate them. Resident(s) must follow all directions from Landlord or agents to treat and eliminate bed bugs. Resident(s) must follow all directions from Landlord or agents to clean and treat the Property, destroy personal property that cannot be treated or cleaned before treatment of the Property. Any items removed from Property must be disposed of off-site and not on the curb or trash receptacles. Landlord has the right to require Resident(s) to temporarily vacate the Property and


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remove all furniture, clothing and personal property so pest-control services can be performed. If Resident(s) don't cooperate, Resident(s) will be in default of the Lease and Landlord has the right to terminate the lease and Resident(s) right of occupancy and exercise all rights and remedies under the Lease.

22. Quiet Enjoyment: Resident(s), upon payment of all the sums referred to herein as being payable by Resident(s) and Resident(s) performance of all Resident(s) agreements contained herein and Resident(s) observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy the Property for the Lease term.
23. Indemnification: Landlord shall not be liable for any damage or injury of or to the Resident(s), Resident(s) family, Guests, invitees, agents or employees or to any person entering the Property or the premises of which the Property is part of or to goods or equipment, or in the structure of equipment of the structure of which the Property are part, and Resident(s) hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
24. Default: If Landlord breaches this Lease, Resident(s) may seek any relief provided by law. If Resident(s) fails to comply with any of the material provisions of this Lease, other than the covenant to pay rent, or of any present rules and regulation of any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Resident(s) by statute, within **3 days** after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Lease. If Resident(s) fail to pay rent when due and the default continues for **7 days** thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Lease by **3 day** written notice to Resident(s).
25. Abandonment: If at any time during the Lease term Resident(s) abandon the Property, Landlord may, at Landlord's option, obtain possession of the Property in the manner provided by law, and without becoming liable to Resident(s) for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Resident(s), relet the Property, or any part thereof, for the whole or any part of the then unexpired Lease term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Resident(s) liable for any difference between the Rent that would have been payable under this Lease during the balance of unexpired Lease term. If this Lease had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right to reentry is excised following abandonment of the Property by Resident(s), then Landlord shall consider any personal property belonging to Resident(s) and left at the Property to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is relieved of all liability.

Resident(s) Initials  _____

Texas Residential Lease Agreement

This is a binding contract. Please read carefully before signing.

26. Eviction: If Resident(s) defaults or holds over, Landlord may end your right of occupancy by giving Resident(s) a **3-day** written notice to vacate. Notice may be given by: Email to the email on file for Resident(s) 2. Regular mail 3. Certified mail, return receipt requested 4. Personal delivery to any Resident 5. Personal delivery at the Property to any Occupant over 16 years of age 6. Affixing the notice to the inside of the Property's main entry door or 7. Securely affixing the notice to the outside of the Property's main entry door as allowed by law. Notice by options 2 or 3 above will be considered delivered 3 days after the notice is deposited in the U.S. Postal Service with postage. Termination of Resident(s) possession rights or later reletting does not release Resident(s) from liability for future rent or other Lease obligations. After giving notice to vacate or filing an eviction suit, Landlord may still accept rent or other sums due, the filing or acceptance does not waive or diminish the Landlord's right of eviction or any other contractual or statutory right. Accepting money at any time does not waive the Landlord's right to damages, to past or future rent or other sums due under the Lease or to continuing with eviction proceedings.
27. Removal after Surrender, Abandonment, or Eviction: Landlord, or law officers, may remove, throw away, store, or sell all property remaining in the Property, including vehicles, if Resident(s) are judicially evicted, surrender, or abandon the property.
28. Death of a Sole Resident: If there is a sole Resident who dies during the lease term an authorized representative of the Resident's estate may terminate the lease without penalty by giving a 30-day written notice. The Resident's estate will be liable for the lease obligations until the latter of the termination date, or removal of all possessions in the Property. The Resident's estate will also be liable for all charges and damages until the Property is vacated, and any removal costs.
29. Military Personnel: Resident(s) have the right to terminate the lease in certain situations involving military deployment or transfer. Resident(s) may terminate the lease if they enlist, are drafted into or commissioned in the U.S Armed Forces. Resident(s) may also terminate the lease if: Resident(s) are: 1. A member of the U.S. Armed Forces or Reserves on active duty or 2. A member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President AND Resident(s) receives 1. Orders for a permanent change of station, 2. Receives order to deploy with a military unit or as an individual in support of military operation for 90 days or more, or 3. Are relieved or released from active duty.

How to Terminate Under this Paragraph: Resident(s) must provide a copy of the military orders, such as a permanent change-of-station orders, call-up orders, or deployment orders. Military permission for base housing does not constitute a permanent change-of-station order. Resident(s) must provide Landlord a written termination notice, after which the lease will be terminated

Resident(s) Initials DS
BD _____

Texas Residential Lease Agreement

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under this military clause 30 days after the date the next rental payment is due. After surrender of the property, Landlord will return the security deposit less any lawful deductions.

30. Move-Out Procedures: The move-out date can not be changed unless Resident(s) and Landlord agree in writing. Resident(s) won't move-out before the lease term or renewal period expires unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in reletting charges and accelerated rent. Resident(s) are prohibited by law from applying any security deposit to rent. Resident(s) cannot stay past the date they are supposed to move-out. Landlord must receive each Resident's forwarding address in writing.

Cleaning: Resident(s) must thoroughly clean the property, including but not limited to, doors, windows, bathroom, kitchen, appliances, patios, balconies, garages, car ports and storage rooms. If the property is not adequately clean, Resident(s) are liable for reasonable cleaning charges. Carpets must be cleaned by a professional and Resident(s) must submit a receipt for the cleaning of the carpets at time of move-out.

Landscaping: Yard must be mowed and edged, weeds must be removed from all sidewalks, driveways, and flowerbeds, leaves must be removed from the yard, sidewalks, driveways and flowerbeds. Shrubs and bushes must be trimmed.

Move-Out Inspection: Resident(s) should meet with Landlord's representative for a move-out inspection. Representative has no authority to bind or limit the Landlord regarding deductions for repairs, damages, or charges. Statements or estimates by Landlord or its representatives are subject to correction, modification, or disapproval before final accounting or refunding.

Security Deposit Deductions and Other Charges: Resident(s) are responsible for the following charges if applicable; unpaid rent, unpaid utilities, unreimbursed service charges, repairs or damage caused by negligence, carelessness, accident, or abuse including but not limited to: stickers, scratches, tears, burns, stains, or unapproved holes, replacement cost of missing property, replacement of dead or missing alarms or detection devices and their batteries, utilities for repairs or cleaning, unreturned keys or access devices, burned out light bulbs, removing any unauthorized locks, devices or alarm systems, removal of personal property, removal of trash or personal belongings, animal related charges, fees or fines against the Landlord for violations of Resident(s), Occupants or Guests, late fees, NSF fees, and other sums due under the Lease. Landlord may also deduct from the security deposit reasonable costs incurred in rekeying security devices required by law if Resident(s) vacate the Property in breach of this Lease.

Surrender: Resident(s) have surrendered the Property when the move-out date has passed and no one is living in the Property in Landlord's reasonable judgement, or Property keys and access

Resident(s) Initials DS
BD _____

Texas Residential Lease Agreement

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devices are turned in to Landlord- whichever happens first.

Abandonment: Resident(s) have abandoned the Property when all of the following have occurred: everyone appears to have moved out in Landlord's reasonable judgement, clothes, furniture, and personal belongings have been substantially removed from the Property and Resident(s) have been in default for non-payment of rent for 7 consecutive days, or water, gas or electric services are not connected in the Resident(s) name AND Resident(s) have not responded for 2 days to Landlord's notice left on the Properties main entry door stating the Landlord considers the Property abandoned. A property is considered abandoned 10 days after the death of a sole resident.

Ending of Resident(s) Rights: Surrender, abandonment, or judicial eviction ends the Resident(s) right of possession for all purposes and gives the Landlord the immediate right to clean up, make repairs in and relet the Property, determine any security deposit deductions and remove personal property left in the Property.

31. Fair Housing: In accordance with fair-housing laws, Landlord will make reasonable accommodations to rules, policies, practices, or services. Landlord will allow reasonable modifications under these laws to give disabled persons access to and use to the Property. Landlord may require Resident(s) to sign an addendum regarding the implementation of any accommodations or modifications, as well as Resident(s) restoration obligations if there are any.
32. Fees: Resident(s) agrees to pay all expenses incurred to enforce any of the conditions of the Lease including the collection of rent or gaining possession of the Property including but not limited to court filing fees, court action fees and reasonable attorney's fees.
33. Recording of Texas Residential Lease Agreement: Resident shall not record this Lease on the Public Records of any public office. In the event that Resident shall record this Lease, the Texas Residential Lease Agreement, at Landlord's option, will terminate immediately and Landlord be entitled to all rights and remedies that it has at law or in equity.
34. Governing Law: This Texas Residential Lease Agreement shall be governed, construed and interpreted by, through and under the Laws of Texas.
35. Severability: If any provision of the Lease or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease nor the application of the provision to other persons, entitles or circumstances shall be affected, but instead be enforced too the maximum extent permitted by law.
36. Binding Effect: The covenants, obligations, conditions and rules contained in this Lease shall be binding and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

Resident(s) Initials DS
BD _____

Texas Residential Lease Agreement

This is a binding contract. Please read carefully before signing.

37. Descriptive Headings: The descriptive headings used in this Lease are for convenience of reference only and are not intended to have any effect in determining the rights or obligations of the Landlord or Resident(s)
38. Construction: The pronouns used shall include, where appropriate, either gender or both singular and plural.
39. Non-Waiver: No delay, indulgence, waiver, non-enforcement, election or non-election by Landlord under this Lease will be deemed to be a waiver of any other breach by Resident(s), nor shall it affect the Resident(s) obligations and liabilities hereunder.
40. Modification: Neither the Landlord nor any representatives have made any oral promises, representations, or agreements. This Lease is the entire agreement between Landlord and Resident(s). This Lease can not be changed, modified, altered, or amended in any way except through a written agreement signed by all Resident(s) and Landlord.
41. Notice: Any notice required or permitted under this Lease or under law will be delivered to Resident(s) by email and at the Property address, and to the Landlord at
1711 E. Central Texas Expressway, Suite 201F, Killeen, TX 76541
42. Lead-Based Paint Disclosure: If the Property was constructed prior to 1978, Resident(s) acknowledge receipt of the document entitled "LEAD-BASED PAINT DISCLOSURE" which contains information on lead-based paint and lead-based paint hazards.
43. Other Remedies: Landlord may report unpaid amounts to credit agencies as allowed by law. If Landlord or debt collector tires to collect any money you owe to the Landlord; you agree that we or the debt collector may contact you by any legal means, including texting, calling your cell phone, and using an automated dialer. If Resident(s) default, Resident(s) will pay Landlord, in addition to other sums due, any amounts stated to be rental discounts or concessions agreed to in writing.
44. Class Action Waiver: Resident(s) agree that you will not participate in any class action claims against the Landlord or its representatives. Resident(s) must file any claim against Landlord individually, and Resident(s) expressly waive your ability to bring, represent, join or otherwise maintain a class action, collective action or similar proceeding against Landlord in any forum.

Signatures on following page

Resident(s) Initials DS
BD _____

Texas Residential Lease Agreement

This is a binding contract. Please read carefully before signing.

Resident(s):

DocuSigned by:
BRITTANY DALLEN
Resident

2023-04-06
Date

Resident

Date

Resident

Date

Resident

Date

Landlord:

Medford Four Seasons, LLC

By: Homerock TX, LLC, a Texas limited liability company, Manager

DocuSigned by:
John J R Mueller
John J R Mueller, Manager

2023-04-06
Date

Resident(s) Initials BD

TENANT ACKNOWLEDGEMENT AGREEMENT

THE SURETY PROGRAM DESCRIBED IN THIS AGREEMENT IS FOR THE BENEFIT OF YOUR LANDLORD ONLY. IT DOES NOT COVER YOU. THE PREMIUM, TAXES AND FEES YOU PAY ARE NOT A SECURITY DEPOSIT AND WILL NOT BE REFUNDED TO YOU. SUBJECT TO THE TERMS OF THE PROGRAM, IF THE INSURER PAYS A CLAIM TO THE LANDLORD, YOU MUST REIMBURSE THE INSURER FOR THE FULL AMOUNT OF THE CLAIM.

THIS PROGRAM IS OPTIONAL. YOU MAY MAKE A CASH SECURITY DEPOSIT INSTEAD.

Agreement Number	CD91-132925-00
Landlord Name	Homerock, LLC (“ Landlord ”)
Address	713 Eastland Drive, Temple, TX, 76502, United States
Insurer	Clear Blue Specialty Insurance Company (“ Insurer ”)

LEASE

Rental Unit #	A
Effective Date	04/06/2023 (“ Effective Date ”)
Lease Start Date	04/11/2023
Lease End Date	Per Lease Agreement
Monthly Rent	\$1,500.00
Coverage Start Date	04/07/2023
Coverage End Date	04/10/2024 (or move-out date, whichever is earlier)
Coverage Amount	\$1,500.00
Premium	\$261.66 (“ Premium ”)
Surplus Lines Tax	\$13.61
Stamping Fees	\$0.21
Non-refundable Service Fee	\$19.06

TENANT(S)

Tenant	First Name	Last Name
1	Brittany	Dailey

This Tenant Enrollment and Acknowledgment Agreement (the “**Tenant Acknowledgement Agreement**” or “**Agreement**”) sets forth the terms and conditions upon which the Insurer, upon application by the **Tenant(s)** named above (“**Tenant**, “I,” “me,” “my,” “you,” or “your”), has agreed to enroll you for coverage under a master Landlord Rental Reimbursement Policy (the “**Policy**”) issued to the **Landlord** named above in lieu of a cash **Security Deposit**. The **Policy** is placed through Rhino New York LLC (Rhino Insurance Agency in California) (“**Rhino**”), a surplus line broker granted limited binding authority by the **Insurer**. This **Agreement** sets forth certain obligations of **Tenant**, **Insurer**, and **Rhino**. This **Agreement** is deemed to be incorporated into the **Policy**, and the **Policy** sets forth further obligations of the **Landlord**, the **Tenant**, and the **Insurer**. You may review a copy of the **Policy** by contacting **Rhino** using the **Contact Information** contained in section **B.9.** of this **Agreement**. All terms not otherwise defined herein have the meaning given to them in the **Policy**. In the event of any inconsistency between the terms of this **Agreement** and the terms of the **Policy** (disregarding for this purpose the incorporation of this **Agreement** into the **Policy**), the terms of the **Policy** shall control.

This **Agreement** is made and entered into on the **Effective Date** stated above. This **Agreement** applies solely to the **Rental Property** identified above and corresponding **Lease Agreement** you entered into with the **Landlord**.

Section B.6. of this Agreement requires that certain Disputes are to be resolved individually in arbitration or small claims court. Disputes in arbitration and small claims court are resolved without a jury trial and with less discovery and less appellate review than in court.

On the basis of the acknowledgements and agreements contained herein, and your payment of **Premium**, the **Landlord** has been insured by the **Insurer** pursuant to the **Policy** and an endorsement for your **Rental Property** (each, an “**Endorsement**”) has been issued to it. You also hereby agree to pay surplus lines premium tax and stamping fees, as applicable (“**Surplus Lines Tax and Stamping Fees**”), as well as any additional fees as outlined in the chart above (“**Additional Fees**”).

A. ENROLLMENT AND ACKNOWLEDGEMENTS

By affixing my signature below, I intend to be legally bound and I understand and expressly and voluntarily acknowledge and agree to each of the following statements, terms and conditions:

1. The issuance of a **Policy** to the **Landlord** and my enrollment of the **Rental Property** under this **Agreement** is not insurance for my benefit nor is it renters insurance of any kind intended to cover losses to my personal property.
2. As between the **Landlord** and me, the **Insurer** and **Rhino** are neutral parties. Neither the **Insurer** nor **Rhino** has any right or duty to defend, or provide for or participate in the defense of, any dispute or controversy brought against me by the **Landlord** or by the **Landlord** against me.
3. I am enrolling the **Rental Property** under this **Agreement**, and committing to perform my obligations hereunder including the payment of **Premium** described below, so that the **Insurer** will issue an **Endorsement** in favor of the **Landlord** scheduling the **Rental Property** under the **Policy** for the benefit of the **Landlord**.
4. The opportunity to enroll the **Rental Property** was not mandatory, nor was it represented by anyone to me to be mandatory. It was offered in lieu of my posting a cash **Security Deposit** to the **Landlord**.
5. The payment of **Premium** under this **Agreement** is not a **Security Deposit**, and is not insurance for my benefit. I will not receive the **Premium** payment back at the end of the **Lease Agreement** term.
6. The issuance of a **Policy** to the **Landlord** and my enrollment of the **Rental Property** under this **Agreement**:
 - 6.1. will not under any circumstance relieve me of my obligation to pay rent for the **Rental Property** or of any other obligation under the **Lease Agreement**;
 - 6.2. will not add the **Insurer**, **Rhino**, or any person acting on either the **Insurer's** or **Rhino's** behalf, as a guarantor or co-signer for me on my **Lease Agreement** between me and my **Landlord**; and
 - 6.3. will not protect me from, or prevent, an eviction if I do not pay my rent or comply with any other obligations under the **Lease Agreement**;
 - 6.4. will not provide any coverage for my benefit nor for any loss to my personal property.
7. Except as expressly set forth in this **Agreement**, nothing contained herein is intended to confer upon me or any third persons (other than the **Landlord**) any rights, benefits, coverage, standing, capacity or remedies under, or in respect of, or pursuant to the **Policy**, and nothing in this **Agreement** is intended to relieve or discharge me or any third persons of obligations or liability due or owing to the **Landlord** or the **Insurer**, nor shall the enrollment of my **Rental Property** and my participation, agreement and acknowledgement under this **Agreement** confer any standing or capacity to me under or in respect of the **Policy**.
8. The failure on my part to pay money that I owe to the **Insurer** as a result of my obligations under this **Agreement** (including, specifically, pursuant to Section **B.4.**) may result in: (a) my credit being adversely impacted; (b) it being difficult for me to rent other property(ies); and (c) leading to higher insurance premiums generally when I look to secure other insurance of any kind.
9. In connection with the issuance of a **Policy** to the **Landlord**, the **Insurer** will review my credit report or obtain or use a credit-based insurance score based on information contained in that report. An insurance score uses information from a consumer's credit report to help predict how likely that person will cause claims and how expensive those claims will be. Typical items from a credit report that could affect a score include, but are not limited to, the following: payment history, number of revolving accounts, number of new accounts, the presence of collection accounts, bankruptcies and foreclosures. The information used to develop the insurance score comes from Equifax.
10. **Rhino** is not my agent nor my representative and it is not acting on my behalf. **Rhino** is a surplus line broker and for certain limited purposes acts under authority granted to it by the **Insurer**. Any assistance or guidance afforded to me by **Rhino** was done solely to facilitate the placement of the **Policy** with the **Insurer**, and to assist in the enrollment of the **Rental Property** under the **Policy**.

Rhino

11. By signing this **Agreement**, I hereby: (a) authorize **Rhino** to charge me a one-time charge, or recurring automatic charges, in accordance with this **Agreement** from the credit card, debit card, checking account, or savings account that I have specified to **Rhino**; (b) acknowledge that this authorization will remain in effect until this **Agreement** is terminated or this authorization is revoked; (c) acknowledge that I can revoke this authorization by calling **Rhino** at (844) 844-3188 or mailing **Rhino** at 99 Wall St #1504, New York, NY 10005; (d) acknowledge that I can stop payment on a specific automatic withdrawal, without having to revoke this consent, by calling or mailing **Rhino** at the number or address noted above no less than three (3) business days before the automatic withdrawal date; (e) acknowledge that if I fail to make payment after revoking this authorization or stopping payment, any remaining **Premium** and any and all other remaining applicable taxes and/or fees, as outlined above, may become past due; and (f) acknowledge that if I fail to make payment for past due amounts, **Rhino** may take additional efforts to bring my account current.

B. TERMS OF THIS AGREEMENT

1. *Obligation to Pay Premium, Surplus Lines Tax and Stamping Fees, and Additional Fees, if applicable.*

- 1.1. By enrolling the **Rental Property** in this **Agreement** and making an initial payment, partial or otherwise, of the **Premium**, the **Insurer** will issue an Endorsement to the **Policy** for the benefit of the **Landlord** and the **Landlord** will be indemnifiable for **Damages, Loss of Rent Expenses, and Fees** up to the **Coverage Amount** set forth above through the end of my Lease.
- 1.2. I understand and expressly and voluntarily acknowledge and agree:
 - 1.2.1. The payment of **Premium, Surplus Lines Tax and Stamping Fees, and Additional Fees**, if any, may be eligible to be paid in equal monthly installments through the Lease End Date or will be required to be paid in full up front.
 - 1.2.2. If paid monthly, the obligation to pay the full amount of **Premium** through the Lease End Date will extend to such date, unless the **Lease Agreement** is terminated earlier by agreement with the **Landlord**. In such case, if terminated earlier, the **Premium** will be pro-rated.
 - 1.2.3. The payment of **Premium** is a non-refundable payment and that I will not receive or be due any **Premium** or part thereof back at the end of my **Lease Agreement**, including if the **Lease Agreement** is terminated prior to the Lease End Date for any reason.
 - 1.2.4. The payment of **Premium** is not under any circumstances a payment of any kind to the **Landlord**, nor shall it be considered a payment of rent or consideration of any kind to the **Landlord**. No compensation of any kind from the Insurer, its agent, representative or designee, or the **Tenant**, shall be due to the **Landlord** with respect to the payment of **Premium**.
 - 1.2.5. I may cancel the enrollment of the **Rental Property** identified in this **Agreement** for a full refund by notice provided to the **Insurer** within fourteen (14) calendar days of the Effective Date, provided that such notice of cancellation is submitted in writing to the **Landlord**, and provided that my **Landlord** acknowledges the cancellation in writing.
 - 1.2.6. I may view a copy of the **Policy** by contacting **Rhino** at (844) 844-3188 or mailing a written request to **Rhino** at 99 Wall St #1504, New York, NY 10005.
 - 1.2.7. If I renew or extend my Lease with the **Landlord**, the Endorsement issued to the **Landlord** will automatically renew, provided that I do not owe any **Premium** or **Tenant Reimbursement Amount**, and the payment of **Premium**, any applicable **Surplus Lines Tax and Stamping Fees** or **Additional Fees**, as authorized in Section **A.11.**, will continue. If I choose not to accept the Endorsement renewal offer, and I fail to provide alternative security acceptable to the **Landlord**, with the **Landlord's** acknowledgement of receipt, I understand the Insurer will be liable for providing a **Coverage Amount** not to exceed one (1) month's rent, or other applicable amount subject to the terms, conditions and limitations set forth in the **Policy**. I will be required to reimburse the **Insurer** for any claim the **Insurer** pays to the **Landlord**.

2. **Description of Policy coverage** . The **Policy** is issued to the **Landlord** solely for its benefit and provides reimbursement coverage exclusively to the **Landlord** pursuant to the terms, conditions and limitations set forth in the **Policy**, for certain physical damage, loss and costs incurred by the **Landlord** with respect to the **Rental Property** (beyond normal wear and tear) ("**Damages**"), and for lost and unrecovered economic value in respect of the **Rental Property** arising from, among other defaults, my failure to meet rental payment obligations under the **Lease Agreement**, including past due rent, unpaid rent, **Fees**, costs, expenses and cancellation and other penalties ("**Loss of Rent Expenses**") up to the **Coverage Amount** only. If I maintain a cash **Security Deposit** with the **Landlord**, it will be applied to any **Damages, Loss of Rent Expenses, and/or Fees** before the **Insurer** will pay on the remainder of the **Landlord's** claim.

Rhino

3. Landlord claim for coverage . The **Policy** sets forth a process through which the **Landlord** may submit a claim for **Damages** or **Loss of Rent Expenses**. If the **Landlord** complies with those requirements, and no exclusion under the **Policy** applies, the **Insurer** will make prompt payment directly to the **Landlord** even if you dispute the **Landlord's** entitlement to payment. If you dispute the **Landlord's** right to all or any portion of the **Damages** or **Loss of Rent Expenses** claimed by the **Landlord** under the **Policy**, you may present evidence to the **Insurer**, through **Rhino**, for the **Insurer's** consideration or reconsideration as the case may be. If the **Insurer** accepts that you are not responsible under the **Lease Agreement** for all or part of the **Damages** or **Loss of Rent Expenses** claimed by or paid to the **Landlord**, the **Insurer** will either deny the **Landlord's** claim or, if payment has already been made, forego subrogation against you under the **Policy** as described in Section **B.4.** of this **Agreement** for all or such part of the **Damages** or **Loss of Rent Expenses** successfully disputed. Any dispute you may continue to have with the **Insurer's** determination shall be resolved pursuant to the Dispute Resolution provisions of the **Policy** as described in Section **B.6.** of this **Agreement**. You acknowledge and agree that you have an ongoing duty to cooperate with all reasonable requests by the **Insurer** as it evaluates coverage under the **Policy**.

4. Tenant Reimbursement Obligation .

4.1. For each valid claim asserted by the **Landlord** and for which a loss payment is made under the **Policy**,

4.1.1. I agree and commit that I will be obligated to pay the **Insurer** the amount of the claim up to the **Coverage Amount** (the "**Tenant Reimbursement Amount**") independent of any rights or obligations I may have under the **Lease Agreement**. Payment of such **Tenant Reimbursement Amount** will be due to the **Insurer** no later than sixty (60) days from the notification for reimbursement by or on behalf of the **Insurer**.

4.1.2. I acknowledge and understand payment of the **Tenant Reimbursement Amount** may be made through various methods including but not limited to credit card, debit card, checking account, or savings account transfers. Certain methods may incur additional fees. Installment plans may be available.

4.1.3. If I fail to make such payment to the **Insurer** within such time frame, the **Insurer** will have the right to commence a proceeding against me and may recover the amount due plus all attorneys' fees and costs of collection.

4.2. I agree and commit that I will be obligated to pay the **Insurer** the **Tenant Reimbursement Amount** if I renew or extend my **Lease Agreement** with the **Landlord**, and I do not execute a new **Agreement** with respect to such renewal or extension, as set forth in Section **B.1.2.7** above.

4.3. If the **Insurer** makes a demand from me for a **Tenant Reimbursement Amount**, **Tenant Reimbursement Amount** will be due to the **Insurer**

4.3.1. I hereby authorize anyone to furnish the **Insurer** or its agent (or its and their employees, agents and assigns) any information that will assist the **Insurer** in collecting the money I owe to the **Insurer**; and

4.3.2. I acknowledge and agree that the **Landlord** is not and shall not be a party to, and is not and shall not be responsible in any way for, the actions that the **Insurer** or its Agent takes during any collection efforts.

5. Multiple co-tenants . If I am sharing the **Rental Property** with one or more co-tenants, I understand and agree that the **Insurer** will be able to seek the full performance of all obligations under the **Lease Agreement**, the **Policy**, and this **Agreement** from me, even if a co-tenant may be responsible for any **Damages**, **Loss of Rent Expenses**, or any other failure to perform any obligation under the **Lease Agreement** or obligation under this **Agreement**.

6. Dispute Resolution .

6.1. Disputes or controversies between the **Landlord** and me that do not involve the **Insurer**, except insofar as I may dispute claims for **Damages**, **Loss of Rent Expenses**, or **Fees** directly with the **Insurer** as provided for in the **Policy** and described in Section **B.4.** of this **Agreement**, may be resolved in any manner and in any forum allowed by the **Lease Agreement** as governed by Applicable Law. For the avoidance of doubt, nothing herein shall restrict my right to seek relief against the **Landlord** in Small Claims Court, Housing Court or such other courts as may routinely hear disputes over rental properties or **Security Deposits**. However, any attempt by either the **Landlord** or me to bring the **Insurer** (which for all purposes of this Section **B.6** shall include **Rhino** and any person affiliated with the **Insurer** or **Rhino**) into such proceeding as a party shall be void. Any proceeding against the **Insurer** shall be resolved pursuant to the provisions of the **Policy** described in Sections **B.6.2.** through **B.6.5.** of this **Agreement**.


Rhino

- 6.2. Any dispute or controversy, or portion of a dispute or controversy, arising out of or relating to (i) the legality of the **Policy** or this **Agreement**, (ii) an alleged breach of the **Policy** or this **Agreement**, (iii) the interpretation or construction of the **Policy**, this **Agreement**, the documents ancillary to the application for and formation of the **Policy**, including but not limited to this **Agreement**, advertising collateral, and the sayrhino.com website (including its terms of use), (iv) the acceptance by the **Landlord** of the **Policy** in lieu of a **Security Deposit** or other alternative, and (v) the inducement and decision of the **Tenant** to enter into this **Agreement** will be resolved through individual arbitration. In arbitration, there is no judge or jury and there is less discovery and less appellate review than in court.
- 6.2.1. As used herein, "dispute" and "controversy" shall be interpreted broadly and shall include: (a) any claim for relief or theory of liability, whether based in contract, tort, statute or otherwise; (b) any disputes or controversies that arose before the **Policy Inception Date**; (c) any claims or controversies that arise after the expiration or termination of the **Policy**; and (d) any claims that are the subject of class action litigation. "Dispute" and "controversy" shall not, however, include claims that relate solely to the collection of any debts that the **Landlord** owes to the **Insurer** or that the **Tenant** owes to the **Insurer** under the **Policy**.
- 6.2.2. Notwithstanding anything in the dispute resolution provisions of the **Policy**, as described in Section **B.6.** of this **Agreement**, to the contrary, the **Landlord**, the **Tenant**, or the **Insurer** may bring an individual action in small claims court if the amount claimed is within the jurisdiction of that court.
- 6.2.3. This arbitration agreement is governed by the Federal Arbitration Act. Arbitrations shall be administered by the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules (the "AAA Rules") as modified by the version of this arbitration provision that is in effect when notice of a Dispute is given. The AAA Rules can be obtained from the AAA by visiting its website (www.adr.org) or calling its toll-free number (1-800-778-7879). Unless the **Insurer** and the **Landlord** agree otherwise, any arbitration hearing will take place in the county where the **Rental Property** is located. The arbitrator's award may be entered in any court with appropriate jurisdiction.
- 6.2.4. Parties to arbitration may be represented by counsel and shall be responsible for their own attorneys' fees and costs. The parties to arbitration shall share equally in the costs of the proceeding itself. Notwithstanding anything in this arbitration agreement to the contrary, the **Insurer** will pay any fees and costs that it is required by law to pay.
- 6.2.5. DISPUTES IN ARBITRATION ARE RESOLVED WITHOUT A JURY TRIAL. WHETHER IN ARBITRATION OR COURT, THE **LANDLORD**, THE **TENANT**, AND THE **INSURER** WAIVE THE RIGHT TO A JURY TRIAL.
- 6.3. WHETHER IN ARBITRATION OR COURT, THE **LANDLORD**, THE **TENANT**, AND THE **INSURER** WAIVE THE RIGHT TO PROSECUTE OR PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, OR OTHER REPRESENTATIVE ACTION. THE **LANDLORD**, THE **TENANT**, AND THE **INSURER** MAY SEEK RELIEF ONLY ON BEHALF OF ITSELF AND ONLY TO THE EXTENT NECESSARY TO REMEDY INDIVIDUAL CLAIMS. NOTWITHSTANDING ANYTHING IN THE **POLICY** OR THIS **AGREEMENT** TO THE CONTRARY, THIS CLASS ACTION WAIVER IS A MATERIAL AND ESSENTIAL PART OF AND CANNOT BE SEVERED FROM THIS ARBITRATION **AGREEMENT**.
- 6.4. The dispute resolutions provisions of the **Policy** and this **Agreement** shall survive the cancellation or expiration of the **Policy** and/or this **Agreement**, as applicable.
- 6.5. The **Policy** and this **Agreement** will be governed by the laws of the state in which the **Rental Property** is located, without regard to principles of conflicts of laws. Further, pursuant to any statute of any state, territory or District of the United States which makes provision then, the **Insurer** designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **Landlord** or any beneficiary hereunder, arising out of the **Policy** and/or this **Agreement**, as applicable.
7. **Integration**. This **Agreement**, as incorporated in the **Policy**, is the entire agreement between me and the **Insurer**. I expressly state and acknowledge that I am not relying on any other written or oral promises, statements or understandings not contained in this **Agreement** or the **Policy**, and no such other statements, promises or understandings shall be part of this **Agreement**, as incorporated in the **Policy**.

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8. **Severability** . If any provision (or portion of a provision) of the **Policy** or this **Agreement** shall be held to be invalid, illegal or unenforceable according to the laws, regulations or public policy of any jurisdiction, the validity, legality and enforceability of the remaining provisions (and such portions of provisions) shall in no way be affected or impaired thereby, and such invalidity, illegality or unenforceability of such provision (or such portion of a provision) in such jurisdiction shall not affect the validity, legality or enforceability of such provision (or such portion of a provision) in any other jurisdiction, in each case, unless the unenforceability thereof would reasonably be expected to have a material adverse impact on a party hereto, in which case such party's consent thereto shall be required in order for this **Agreement** to continue in effect.
9. **Contact Information** . For all other notices to **Rhino**, please visit the website <https://support.sayrhino.com/hc/en-us/categories/360003291332-Contact-us> for more information on how to e-mail or live chat, contact **Rhino** at (844) 844-3188, or by mailing a written request to **Rhino** at 99 Wall St #1504, New York, NY 10005.

RHINO NEW YORK LLC (RHINO INSURANCE AGENCY in California) as Coverholder for CLEAR BLUE SPECIALTY INSURANCE COMPANY

Signed By: 
Print Name: Benjamin Lantos
Title: Authorized Signatory

Acknowledged and agreed, on this 06 day of April, 2023 by

Tenant

Signed By: Digitally Signed By Brittany Dailey
Print Name: Brittany Dailey

Residential Lease Agreement

Addendum to Renew

This is a binding contract. Please read carefully before signing.

This Residential Lease Agreement Addendum to Renew (hereinafter referred to as the "Lease Renewal") is made and entered into on 2024-03-12, between, BRITTANY DAILEY (hereinafter referred to as the "Resident(s)"), and Medford Four Seasons LLC (hereinafter referred to as the "Landlord").

When the term Resident(s) is used in the Lease Renewal and there is more than one person or entity, each shall be jointly and severally liable for the obligations of Resident(s). All Resident(s) will be held responsible to the Landlord for the Lease Renewal and the Residential Lease Agreement(s) proceeding it.

Neither the Landlord or any representatives have made any oral promises, representations, or agreements. This Lease Renewal and the previous Lease is the entire agreement between Landlord and Resident(s).

1. Property: Landlord owns certain real property and improvements located at 713 EASTLAND DRIVE A TEMPLE TX 76502 (Property)
Landlord desires to renew the original Residential Lease Agreement for the Property to Resident(s) upon the terms and conditions named in the Lease, except for changes enacted by this Lease Renewal. Resident(s) desire to lease the Property upon the terms and conditions named in the Lease and the changes enacted by this Lease Renewal.
2. Lease Term: The Lease Renewal term shall commence on 04/11/2024 and end at 4:00 p.m. on 04/10/2025. Tenant shall be required to vacate the Property no later than 4:00 p.m. on the lease end date, unless Landlord and Resident(s) have formally extended the Lease by written and signed Renewal Addendum or a new Lease.
3. Rent: Resident(s) shall pay to Landlord the sum of \$ 1,500.00 (Rent) as monthly Rent.
4. Delinquent Rent: Rent shall be considered overdue and delinquent on the 4th of each calendar month. Resident(s) will pay the Landlord a late charge equal to 12% of the monthly rent.
5. Special Provisions: _____

Resident(s) by: BRITTANY DAILEY

2024-03-21

Resident

Date

Resident

Date

Resident

Date

Resident

Date

Landlord: Medford Four Seasons LLC

By: Homerock TX, LLC a Texas limited liability company, Manager

By: John J R Mueller

2024-03-28

John Mueller

Date