

EMPLOYEE RESIDENTIAL LEASE AGREEMENT

by and between
THE TEXAS A&M UNIVERSITY SYSTEM
and

(Not to Exceed 2 years)

This Employee Residential Lease Agreement (“Lease”) is entered into by and between **THE BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM (“A&M SYSTEM”)**, an agency of the State of Texas, as landlord, and _____, as tenant (“TENANT”). This Lease shall be managed and administered on behalf of **A&M SYSTEM** by _____ (“_____”), a member of The Texas A&M University System, an agency of the State of Texas.

RECITALS

WHEREAS, TENANT is an employee of _____ whose UIN # is _____ and desires to lease the property described below for his/her residence;

WHEREAS, while **TENANT** is employed by _____, **A&M SYSTEM** desires to lease the property described below to **TENANT** under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises, mutual covenants, conditions and obligations in this Lease, **A&M SYSTEM** and **TENANT** agree to the following terms, conditions, obligations, covenants, duties and rights set forth herein.

ARTICLE 1
LEASED PROPERTY

1.1 Exclusive Use. **A&M SYSTEM**, in consideration of rent, if any, mutual covenants and obligations of this Lease, hereby leases to **TENANT** the exclusive use of the following described property:

The _____ located at _____,
_____, _____ County,
Texas (hereinafter referred to as the “Leased Property”).

The Leased Property will be furnished with a furniture package consisting of the following: _____.

1.2 “AS-IS” Condition. **TENANT** has examined the Leased Property and accepts the Leased Property as being clean and in good condition and repair, in its "AS-IS" condition. **THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE,**

AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

1.3 Vehicle Parking. All vehicles shall be parked in the designated parking areas. All vehicles located at the Leased Property must be operational.

1.4 Utilities. **A&M SYSTEM** shall be responsible for and pay for all fees, costs, and expenses (including all deposits and monthly usage charges) associated with the provision of the following utilities to the Leased Property:

- A. _____
- B. _____
- C. _____
- D. _____
- E. _____
- F. _____

TENANT shall be responsible for and pay for all fees, costs, and expenses (including all deposits and monthly usage charges) associated with any and all utilities not listed above.

1.5 Permitted Use. **TENANT** shall use the Leased Property for single-family dwelling purposes only. Use of the Leased Property for business, commercial or other purposes is strictly prohibited. **TENANT** shall not cause or permit a nuisance on the Leased Property, and shall comply with all covenants, laws, rules, regulations and ordinances applicable to the Leased Property.

1.6 Occupants and Guests. The Leased Property may be occupied by **TENANT** and only the following individual(s) (collectively, "Occupants"):

<u>Name</u>	<u>Relationship to Tenant</u>
_____	_____
_____	_____
_____	_____

No guests of **TENANT** or Occupants may remain on the Leased Property in excess of two weeks without the prior written permission of _____'s _____.

1.7 Access. For emergency and security purposes, for inspecting and maintaining the Leased Property and for making any necessary repairs or adjustments, **A&M SYSTEM** reserves the right to enter and inspect the Leased Property at any time. **A&M SYSTEM** may also enter the Leased Property to ensure **TENANT** is complying with the terms of this Lease and for showing the Leased Property to prospective purchasers or tenants.

1.8 Security. **TENANT** shall be supplied with a means of access to the Leased Property (i.e. key). **A&M SYSTEM** reserves the right to exclude and/or eject any person(s)

from the Leased Property. During the term of this Lease, **TENANT** shall assume the responsibility for compliance with the terms and conditions of this Lease by all persons (adult or minor) that may occupy or visit the Leased Property.

1.9 Maintenance. **A&M SYSTEM** shall maintain the Leased Property in good repair and condition, and repair any damage arising from the act or negligence of **TENANT**, Occupants, or their guests, agents, visitors, and invitees, at **TENANT**'s expense. **A&M SYSTEM** shall invoice **TENANT** for such maintenance and repairs and **TENANT** shall pay such invoice within 10 days of receipt. **TENANT** shall give **A&M SYSTEM** written notice sent pursuant to Section 10.1 of any condition requiring repair or maintenance. **A&M SYSTEM** will not be required to repair a condition unless and until **TENANT** notifies **A&M SYSTEM** of the condition in writing and **TENANT** has paid all Rent and other charges then due.

1.10 Emergencies. **TENANT** may call _____ at _____ to report emergencies that affect the Leased Property and that threaten **TENANT**'s physical health or safety.

ARTICLE 2 TERM

2.1 Term. The term of this Lease shall commence on _____ (the "Commencement Date") and expire on _____, unless terminated sooner pursuant to this Lease (the "Term"). This Lease may be terminated for any reason by either party upon 30 days' prior written notice.

2.2 Continuation of Employment. As a condition to the continuation of this Lease, **TENANT** must remain employed by _____ during the Term. If **TENANT**'s employment with _____ terminates, for any reason, during the Term, then this Lease shall terminate and **TENANT** shall have three days to remove **TENANT**'s personal property and vacate the Leased Property. Prepaid rent, if any, will be pro-rated and refunded to **TENANT** after deducting any amounts due to **A&M SYSTEM** under this Lease.

ARTICLE 3 RENT

[Instruction: If no rent and/or deposit is required, enter "None" for dollar amount]

3.1 Rent. Upon execution of this Lease, and no later than the fifth day of each month thereafter, **TENANT** shall pay **A&M SYSTEM** rent in the amount of \$_____ per month ("Rent"). If the date of occupancy begins at any time other than the first of the month, the Rent shall be pro-rated accordingly. **IF THE RENT IS NOT PAID BY THE DUE DATE, A PENALTY OF \$5.00 PER DAY WILL BE ASSESSED FOR EACH DAY AFTER THE DUE DATE UNTIL PAID.**

It is the **TENANT**'s responsibility to ensure rent is paid timely and in the manner established by this Lease. Checks mailed through the U.S. Postal Service will be credited on the

day the check is delivered to the address below. Rent and any other payments due under this Lease shall be made payable to _____ and sent to:

Attn: _____

_____, Texas _____

3.2 Deposit. In addition to the Rent, upon execution of this Lease, **TENANT** shall pay a deposit (“Deposit”) in the amount of \$_____. The Deposit is not applied to the last month’s rent. Provided **TENANT** has given **A&M SYSTEM** written notice of **TENANT**’s new address, the Deposit will be refunded to **TENANT** within 30 days following the end of the Term, after subtracting from the Deposit all amounts applied to outstanding utility or cleaning charges or to cure any breach of the Lease by **TENANT**.

ARTICLE 4
CONDEMNATION AND CASUALTY

4.1 Condemnation. If a condemnation proceeding results in a total or partial taking of the Leased Property, this Lease shall terminate effective on the date of taking. Any prepaid Rent shall be reimbursed to **TENANT**, and **A&M SYSTEM** shall receive the monetary award from the condemning authority.

4.2 Casualty. If damage occurs to the Leased Property, but not to an extent that the Leased Property is not viable for **TENANT**’s use, at **A&M SYSTEM**’s sole determination, the designated Rent amount shall be equitably adjusted. **A&M SYSTEM** shall commence repair of such damage no later than 10 calendar days after **A&M SYSTEM** receives written notice of the damage, and **A&M SYSTEM** shall use all due diligence in repairing the damage.

If damages result in destruction of the Leased Property to such an extent that substantially all of the Leased Property is not available for **TENANT**’s use, all prepaid Rents shall be refunded on a pro-rata basis and this Lease shall be terminated. Alternatively, if **A&M SYSTEM** is able to provide housing suitable for **TENANT**’s use and such alternative housing meets **TENANT**’s housing needs, then in **A&M SYSTEM**’s sole opinion, **A&M SYSTEM** may elect to offer such housing to **TENANT** under the same terms, conditions, and amount as this Lease.

ARTICLE 5
COVENANTS AND OBLIGATIONS OF TENANT

5.1 Personal Property.

A. Ownership: All of **TENANT**’s personal property located in the Leased Property shall be under the sole control and ownership of **TENANT**, subject to **A&M SYSTEM**’s rights available under law and equity.

- B. Affixed: **TENANT** shall not attach or affix any personal property to the Leased Property in such a manner as to cause damage if removed, without the prior written consent of **A&M SYSTEM**. Any property attached or affixed to the Leased Property, in such a manner as to cause damage if removed, shall at **A&M SYSTEM**'s sole election be deemed to be part of the real property and shall belong to **A&M SYSTEM**, or shall be ordered removed with **TENANT** bearing the cost of renovation and repair of any damage caused by the removal.
- C. Lien: In the event of termination of this Lease, **A&M SYSTEM** expressly retains a statutory lien and a contractual lien against **TENANT**'s personal property located in and on the Leased Property; and retains the right to enter the Leased Property to take possession of such personal property, without any recourse by **TENANT**, and without being liable for any damage to the personal property.

5.2 Termination of Lease.

- A. Intent to Vacate: **TENANT** hereby acknowledges and agrees that **TENANT** must give written notice of Intent to Vacate the Leased Property at least 30 calendar days in advance of the date on which **TENANT** intends to move out.
- B. Holdover: **TENANT** acknowledges and agrees that the Leased Property must be vacated on the date specified in the notice of Intent to Vacate or upon the expiration or other termination of this Lease. Should **TENANT** fail to vacate the Leased Property at that time, the resulting tenancy shall be at a rental rate of \$_____ per day based on the time **TENANT** holds over. This charge will continue to accrue for each day or part of a day the **TENANT** remains in the Leased Property.
- C. Property Removal and Cleaning: Upon termination of this Lease for any reason, **TENANT** must remove all of its personal property from the Leased Property on or before the termination date, and must leave the Leased Property clean and in a condition equal to or better than the condition which existed at the commencement of this Lease, normal wear and tear excepted. **TENANT** must not remove any fixtures or improvements which it constructed on the Leased Property, except for the rights of removal as may be expressly granted in this Lease, or as may be granted in writing by **A&M SYSTEM**. Any excessive cleaning charges incurred by **A&M SYSTEM** or expenses related to damages to the Leased Property caused by **TENANT**'s removal of furnishings, fixtures, apparatus and personal property must be reimbursed by **TENANT** and may be deducted from **TENANT**'s Deposit, as authorized by **TENANT** below. If **TENANT** refuses or fails to remove all of its personal property, **A&M SYSTEM**, at its sole option, can elect the following:

1. **A&M SYSTEM** can retain some or all of the personal property, and **A&M SYSTEM** shall have all rights, title, ownership and possession to and of the personal property, including the ability to sell, assign and/or use the personal property; or
2. **A&M SYSTEM** can remove and dispose of some or all of the personal property and invoice **TENANT** for the cost of the removal and disposal or withhold same from **TENANT**'s Deposit.

- D. Keys: All keys to the Leased Property must be returned to _____ by 5:00 p.m. on the move-out date. Failure to return the keys shall result in additional charges to **TENANT**.
- E. Authorization: If a Deposit was paid by **TENANT**, **TENANT** authorizes _____ to withhold from **TENANT**'s Deposit, money to cover any unpaid Rent, utilities or other expenses associated with **TENANT**'s obligations and responsibilities under this Lease, including but not limited to any expenses resulting from **TENANT**'s default hereunder.

5.3 Liability. If the Leased Property is damaged as the result of the willful misconduct or negligence of **TENANT**, Occupants, or their invitees, **TENANT** shall pay **A&M SYSTEM** the entire loss upon written demand.

5.4 Insurance. **TENANT IS HEREBY ADVISED THAT A&M SYSTEM CARRIES INSURANCE ONLY ON A&M SYSTEM-OWNED BUILDINGS AND PROPERTY AND SUCH INSURANCE WILL NOT COVER THE COST OF REPLACING TENANT'S PROPERTY AND PERSONAL ITEMS. A&M SYSTEM IS NOT LIABLE TO TENANT FOR DAMAGES TO PERSONAL PROPERTY, FURNITURE, OR EQUIPMENT CAUSED BY FIRE, WATER, SMOKE, UTILITY, EQUIPMENT MALFUNCTION OR ANY OTHER REASON. TENANT IS ENCOURAGED TO MAINTAIN PERSONAL PROPERTY INSURANCE (ALSO KNOWN AS "RENTER'S INSURANCE") TO COVER 100% OF THE REPLACEMENT COST OF ALL OF TENANT'S PERSONAL PROPERTY LOCATED IN THE LEASED PROPERTY.**

5.5 Release. **TENANT, IN CONSIDERATION OF A&M SYSTEM'S AGREEMENTS CONTAINED HEREIN, HEREBY RELEASES A&M SYSTEM, AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, COSTS (INCLUDING ATTORNEYS' FEES AND COURT COSTS), DEMANDS, AND CAUSES OF ACTION, KNOWN AND UNKNOWN, RELATING IN ANY WAY TO THE CONDITION OF THE LEASED PROPERTY OR TENANT'S USE OF THE LEASED PROPERTY. THE RELEASE CONTAINED HEREIN (A) SHALL SURVIVE THE END OF THE TERM OF THIS LEASE AND (B) SHALL APPLY EVEN IF A CLAIM, INJURY OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF A&M SYSTEM BUT SHALL NOT APPLY TO THE EXTENT A CLAIM, INJURY OR**

DAMAGE IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A&M SYSTEM.

5.6 Indemnity. **TENANT INDEMNIFIES, DEFENDS, AND HOLDS HARMLESS A&M SYSTEM, AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY INJURY TO PERSON OR DAMAGE TO PROPERTY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEYS' FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN, ON OR AROUND THE LEASED PROPERTY. THE INDEMNITY CONTAINED HEREIN (A) SHALL SURVIVE THE END OF THE TERM OF THIS LEASE AND (B) SHALL APPLY EVEN IF AN INJURY OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF A&M SYSTEM BUT SHALL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A&M SYSTEM.**

5.7 Liens against the Leased Property. **TENANT** shall not cause or allow the attachment of a construction, mechanic and/or materialman's lien, or any other type of lien to the Leased Property. If such a lien is filed against the Leased Property, upon 30 days of receipt of written notice of the lien, **TENANT** must obtain a recordable release, whether obtained through payment or legal proceedings. If **TENANT** fails or refuses to obtain a recordable release, **TENANT** shall be deemed to be in default and **A&M SYSTEM** shall have the remedies set forth herein.

5.8 Alterations. **TENANT** may not alter the Leased Property without prior written approval of **A&M SYSTEM**. No holes will be drilled or nailed into the walls, woodwork, or floors.

5.9 Lawn Maintenance and Garden Areas. **TENANT** is responsible for and shall maintain the lawn and yard throughout the term of this Lease. In addition, it is the sole responsibility of **TENANT** to weed and maintain any garden(s) and/or flowerbed(s).

In the event **TENANT** fails to maintain the lawn, yard and/or garden/flowerbed area(s) as required, **A&M SYSTEM** shall give written notice thereof to **TENANT**, and if **TENANT** fails to commence such maintenance within five days following receipt of such notice or neglects to complete such maintenance with reasonable diligence, **TENANT** will be deemed in default under the Lease.

5.10 Antennas and Aerials. **TENANT** may not erect radio or television antennas or aerials of any type without prior written approval of **A&M SYSTEM**.

5.11 Signs. **TENANT** may not display signs, placards or banners of any type on the Leased Property.

5.12 Pets. _____.

5.13 Storage. Portable storage buildings are permitted on the Leased Property with the prior written consent of **A&M SYSTEM**. Any and all personal property, with the exception of bicycles and barbecue grills, must be stored in a portable storage building and may not otherwise be stored around the exterior of the residence.

5.14 Unauthorized Appliances or Heating Devices. The installation of any additional or replacement appliances must be approved in writing by **A&M SYSTEM** prior to installation. **TENANT** must obtain written permission from **A&M SYSTEM** before using any devices or appliances for heating, other than those provided by **A&M SYSTEM**.

5.15 Smoking and Illegal Drugs. Use or possession of illegal drugs on, around, or near the Leased Property or any property owned by **A&M SYSTEM** is strictly prohibited. Smoking in the Leased Property is also strictly prohibited.

ARTICLE 6 **DEFAULT BY TENANT/A&M SYSTEM'S REMEDIES**

6.1 Default by TENANT. Defaults by **TENANT** are: (a) failing to timely pay Rent, (b) abandoning or vacating a substantial portion of the Leased Property, (c) failing to maintain lawn, yard and garden area(s) in accordance with Section 5.9, and (d) failing to comply within 10 days after written notice from **A&M SYSTEM** with any term, covenant, provision, or condition of this Lease other than the defaults set forth in (a), (b) and (c) above.

6.2 A&M SYSTEM's Remedies Upon TENANT's Default. **A&M SYSTEM's** remedies for **TENANT's** default are to (a) enter and take possession of the Leased Property, after which **A&M SYSTEM** may relet the Leased Property on behalf of **TENANT** and receive the Rent directly by reason of the reletting, and **TENANT** agrees to reimburse **A&M SYSTEM** for any expenditures made in order to relet; (b) enter the Leased Property and perform **TENANT's** obligations; and (c) terminate this Lease by written notice and sue for possession or damages or both.

6.3 Right to Cure. In the event **A&M SYSTEM** determines that **TENANT's** default creates an emergency situation, **A&M SYSTEM** may correct any or all of the defaults, and include the costs of such corrections in the next month's Rent; provided, that **A&M SYSTEM** gives written notice to **TENANT** of the corrections undertaken and the cost of such repairs, with supporting documentation (e.g., invoices).

ARTICLE 7 **TEXAS PROPERTY CODE**

If and to the extent that Chapter 92 of the *Texas Property Code*, which governs residential tenancies, applies to this Lease, certain rights and certain duties may be imposed on **A&M SYSTEM** and **TENANT**, including but not limited to those found in Sections 92.056 and 92.0561 of the *Texas Property Code*. To the extent that there are any inconsistencies between Chapter 92 of the *Texas Property Code* and the terms of this Lease, the terms of this Lease shall take precedence to the extent allowed by law. **TENANT** may also have special statutory rights

to terminate this Lease early in certain situations involving family violence or military deployment or transfer.

ARTICLE 8
DEFAULT BY A&M SYSTEM/TENANT'S REMEDIES

8.1 **Default by A&M SYSTEM.** Defaults by **A&M SYSTEM** are (a) failing to comply with any provision of this Lease within 30 days after written notice, (b) failing to remedy a condition that materially affects the physical health or safety of an ordinary tenant within 10 days after written notice, unless such condition results from **TENANT's** actions, and (c) inability of **TENANT** to use the Leased Property for more than 30 consecutive calendar days due to any law or any order, rule, or regulation of any competent governmental authority.

8.2 **TENANT's Remedies Upon A&M SYSTEM's Default.** **TENANT's** remedies for **A&M SYSTEM's** default are to terminate this Lease and terminate all or any of **TENANT's** obligations under this Lease upon written notice to **A&M SYSTEM**.

ARTICLE 9
ASSIGNMENT AND SUBLETTING PROHIBITED

TENANT shall not assign or sublet this Lease. Any attempt to assign or sublet this Lease by **TENANT** shall be a default hereunder.

ARTICLE 10
MISCELLANEOUS PROVISIONS

10.1 **Notices.** Any notice required or permitted under this Lease must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. **A&M SYSTEM** and **TENANT** can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

TENANT: _____

Tel: _____

A&M SYSTEM: _____

Tel: _____

with copy to: The Texas A&M University System
Office of General Counsel
Attn: System Real Estate Office
301 Tarrow Street, 6th Floor
College Station, Texas 77840-7896
Tel: 979-458-6350
Fax: 979-458-6350
Email: sreo@tamus.edu

10.2 Governing Law and Mandatory Venue. This Lease is construed under and in accordance with the laws of the State of Texas. Mandatory venue for all legal proceedings against **A&M SYSTEM** is to be in the county in which the primary office of the chief executive officer is located.

10.3 Time of the Essence. Time is of the essence in respect to the performance of each provision of this Lease.

10.4 Waivers. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

10.5 Cumulative Rights. All rights, options and remedies contained in this Lease and held by **A&M SYSTEM** and **TENANT** are cumulative and the exercising of one shall not exclude exercising another. **A&M SYSTEM** and **TENANT** each have the right to pursue any remedy or relief which may be provided by law, in equity or by the stipulations of the Lease.

10.6 Entire Agreement. This Lease constitutes the sole and only agreement between the parties to this Lease with respect to the subject matter of this Lease and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Lease.

10.7 Amendment. No amendment, modification, or alteration of the terms of this Lease shall be binding unless the same be in writing, dated subsequent to the date of this Lease, and duly executed by the parties to this Lease.

10.8 Parties Bound. This Lease shall be binding upon and inure to the benefit of the parties to this Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Lease.

10.9 Counterparts. This Lease may be executed in multiple counterparts, each of which is declared an original.

10.10 Severability. If any term, provision, covenant, condition, or clause of this Lease is held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable under present or future laws effective during the term of the Lease, it is the intention of **A&M SYSTEM** and **TENANT** that the remaining clauses or provisions of the Lease will not be affected, impaired or invalidated and will remain in full force and effect.

EXECUTED this _____ day of _____, 20__.

BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM, an agency of the State of Texas, for the use and benefit of _____

By: _____
Name: _____
Title: _____

EXECUTED this _____ day of _____, 20__.

TENANT

By: _____
Name: _____