

## LEASE AGREEMENT

This Lease is entered into by and between Danian Investments, LLC dba Sky One Properties with an address of 5600 Bell, Suite 105, box 229, Amarillo, TX 79109 (806) 414-2822 ("Landlord"), and \_\_\_\_\_ ("Tenant") PHONE \_\_\_\_\_ with Driver's License No \_\_\_\_\_). (Please include a copy of Driver's License for all occupants)

In consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, Landlord and Tenant agree as follows:

1. PREMISES. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following premises: \_\_\_\_\_ (the "Premises"). This Lease also includes all the furnishings and personal property in the Premises. Tenant shall also have the right to use the common areas, which are provided for the common use of all tenants. This property includes appliances, **oven range**, which shall remain at property upon termination of this lease. Failure to maintain appliances properly may result in forfeiture of deposit.

2. TERM. The term of this Lease will commence on xxxx, xx, xxxx and will terminate on xxxx, xx, xxxx and then continue from month to month on the same terms and conditions herein.

3. RENT. Tenant agrees to pay to Landlord, without any deduction or set off, rental payments in the amount of \$ 0.0000 for the first months rent, payable in advance on the first day of move-in, and \$0.0000 payable on the first day of each month, thereafter. Rent shall be paid to Landlord at 5600 Bell, Suite 105, box 229, Amarillo, TX 79109, or at such other address as Landlord may specify in writing to Tenant. Time is of the essence in this Lease.

4. SECURITY DEPOSIT. Upon the execution of this Lease, Tenant shall pay to Landlord a security deposit in the amount of \$0.000 to be held as security for the payment of rent and the faithful performance by Tenant of all of its obligations in this Lease. Landlord may use the security deposit to repair any damage to the Premises caused by Tenant or its guests, and to clean the Premises upon termination of this Lease. The security deposit shall be held and applied as provided by the laws of Texas. The security deposit may not be applied by Tenant to the payment of rent. If Tenant fully performs its obligations hereunder, the security deposit, or balance, shall promptly be returned to Tenant after the termination of this Lease.

5. LATE CHARGES. If Tenant fails to pay any installment of rent or any other amount within 5 days of the date the same is due, Tenant shall pay Landlord a late payment charge equal to **\$25 on 5<sup>th</sup> day following due date and \$15 for each day thereafter.**

6. USE. The Premises shall be used solely as a private residence by Tenant and occupancy shall be limited to Tenant and **Family**. Tenant agrees to comply with all present and future laws, ordinances and regulations of any public authority relating to the use of the Premises. Tenant shall not make or permit any noisy or offensive use of the Premises, or allow any nuisance or use, which might interfere with the enjoyment of other tenants or neighbors. Tenant will not permit any hazardous act or use of the Premises, which might increase the cost of fire insurance or cause the cancellation of such insurance. Tenant will not make or permit any waste on the Premises. Tenant will not permit any lien or encumbrance to be placed on the Premises or building in which the Premises are located.

7. UTILITIES. Tenant will pay for the following utilities and services furnished to the Premises: **water, and electric, and gas.** Tenant must transfer utilities on the commencement date of this lease. Landlord will pay for



16. FIRE AND CASUALTY. This Lease will terminate upon a total destruction of the Premises or building containing the Premises due to fire or other casualty and rent will be apportioned as of such date. In the event the Premises or the building containing the Premises are damaged by fire or other casualty so as to render the Premises untenable, rent will be abated until Landlord shall have restored the same to substantially their former condition. Provided, however, that if Landlord elects not to repair such damage, or if such repairs shall not have been completed within 60 days, either party may terminate this Lease and rent will be apportioned as of the date of termination.

17. CONDEMNATION. If the Premises or any part thereof, or any part of the building containing the Premises is acquired or condemned by the power of eminent domain by any public or other authority so as to render the Premises unsuitable for residential purposes, then this Lease may be terminated at the option of either Landlord or Tenant. Rent will be apportioned between the parties as of the date of termination. If this Lease is not so terminated, then rent will be abated according to the nature and extent of the area taken. The entire condemnation award, if any, shall belong exclusively to Landlord. Tenant agrees to sign any assignments or other instruments that Landlord may reasonably request to accomplish the foregoing.

18. LOSS OR DAMAGE. Unless caused by the negligence of Landlord, Landlord will not be liable for any loss, damage or theft of any property of Tenant or others kept or stored in or about the Premises. Tenant acknowledges that it is Tenant's responsibility to insure its own possessions.

19. INDEMNIFICATION. Unless caused by the negligence of Landlord, Landlord will not be liable for any loss or damage of any property or injury or death to Tenant or any person occurring on or about the Premises. Tenant agrees to indemnify and hold Landlord harmless from all claims, expenses, damages and liabilities of whatever nature, including attorney's fees, relating to the foregoing.

20. DEFAULT. Tenant will be in default of this Lease upon the occurrence of any one of the following events:

- (a) failure to pay any installment of rent or any other amount hereunder on the date the same is due;
- (b) failure to perform or comply with any other agreement, term or condition of this Lease;
- (c) abandonment of the Premises;
- (d) any misrepresentation or omission of Tenant or any guarantor made to Landlord in connection with this Lease; or
- (e) assignment for the benefit of creditors by, appointment of a receiver for, or any filing of a petition under any bankruptcy or debtor's relief law by or against Tenant or any guarantor.

21. REMEDIES OF LANDLORD. Upon any default by Tenant, Landlord may, at its option, terminate this Lease and/or commence eviction proceedings in accordance with the laws of Texas. Tenant agrees to pay all costs and expenses incurred by Landlord by reason of Tenant's default including, without limitation, loss of rents, attorney's fees, costs of regaining possession and re-renting the Premises, storage fees and repairing and cleaning costs. The rights and remedies in this Lease are cumulative, not exclusive, and are in addition to any other rights and remedies available to Landlord at law or equity.

22. NO WAIVER. The failure of Landlord to require strict performance by Tenant of any provision of this Lease is not a waiver for the future of any breach of the same or any other provision herein. Landlord's acceptance of rent is not a waiver of any breach by Tenant.

23. SUBORDINATION OF LEASE. This Lease is subject and subordinate to all present and future mortgages, trust deeds and other security instruments that may be placed on the building in which the Premises are located. Although no further act by Tenant is necessary to accomplish the above, Tenant agrees to sign any other instruments subordinating this Lease as Landlord may reasonably request.

24. SURRENDER AND HOLDING OVER. At the expiration or sooner termination of this Lease, Tenant will remove its possessions and peaceably deliver possession of the Premises to Landlord in as good repair and condition as they were at the commencement of this Lease, ordinary wear and tear excepted. Any personal property left on the Premises after Tenant vacates or abandons the Premises shall be deemed abandoned and Landlord may remove, store and/or dispose of the same as it sees fit, subject to applicable law. If Tenant holds over beyond the expiration of this Lease and rent is accepted by Landlord, a month to month tenancy only shall be created which will otherwise be governed by the terms and conditions of this Lease.

25. NOTICES AND PAYMENTS. All notices, payments and communications under this Lease shall be in writing and shall be deemed to be properly given when delivered personally or sent by certified mail, return receipt requested, to Tenant at the address of the Premises or to Landlord at Sky One Properties at 5600 Bell, Suite 105, box 229, Amarillo, TX 79109 (806) 414-2822, or to such other address as either party may specify in writing to the other.

26. ENTIRE AGREEMENT. This Lease contains the entire agreement and understanding between the parties regarding the Premises and is subject to no agreements, conditions or representations that are not set forth herein. This Lease may only be amended in writing and signed by both Landlord and Tenant.

27. INVALID PROVISIONS. If any provision of this Lease shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

28. PARTIES BOUND. This Lease shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

29. RIDERS. The riders and exhibits, if any, attached hereto and initialed by the parties are made a part of this Lease.

30. SPECIAL PROVISIONS:

No Smoking Inside Residence, Landlord is not responsible for repairs of \$100 or less such as light bulbs, smoke detector batteries, clogged toilet or drains. Tenant is required to test smoke detectors regularly (once a week) to make certain they are working properly. Landlord will replace any damaged or malfunctioning detectors upon request by Tenant. Tenant shall never remove battery from a smoke detector, unless replacing with new battery. Breaking the lease, or having unapproved pets onsite, at a minimum will result in loss of full deposit. Tenant must maintain home at all times and prevent garbage buildup and unsanitary conditions that may cause insect and rodent infestation. TENANT IS RESPONSIBLE FOR PEST CONTROL. Tenant must maintain outside premises to the satisfaction of city code, including regular mowing and watering adequate to keep the yard green. Tenant shall NOT park any vehicles in the yard. Landlord may inspect property with 7 day written notice to Tenant. Landlord may, at own discretion, and with 24 hour notice, enter premises to spray for insects.

THIS IS A BINDING LEGAL DOCUMENT. IF ANY PROVISIONS ARE NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING. TENANT ACKNOWLEDGES RECEIPT OF A SIGNED COPY OF THIS LEASE.

IN WITNESS WHEREOF, this Lease is executed on the \_\_\_\_\_.

Executed in the presence of: LANDLORD, Jordin Crump

\_\_\_\_\_

Landlord

\_\_\_\_\_

\_\_\_\_\_

Tenant (s)