## RESIDENTIAL APARTMENT LEASE

This Residential Apartment Lease Agreement (this "Lease") is made effective as of February 01, 2021, by and between Umbrella Networks, PO BOX 1174, Cibolo, TX, 78108 ("Landlord"), and Jennifer Teri Gatson, 109 Sleepy Village, Cibolo, TX, 78108 ("Tenant"). The parties agree as follows:

- **1. PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant a 1 bedroom apartment located at 109 Sleepy Village, Cibolo, Texas 78108 (the "Premises").
- **2. TERM.** The lease term will begin on February 01, 2021 and will terminate on April 30, 2021.
- **3. LEASE PAYMENTS.** Tenant shall pay to Landlord monthly installments of \$150.00 per month, payable in advance on the first day of each month, for a total lease payment of \$450.00. Lease payments shall be made to Landlord at PO BOX 1174, Cibolo, Texas 78108, which address may be changed from time to time by Landlord.
- **4. POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good condition as when delivered to Tenant, ordinary wear and tear excepted.
- **5. USE OF PREMISES/ABSENCES.** Tenant shall occupy and use the Premises as a dwelling unit. Tenant shall notify Landlord of any anticipated extended absence of greater than seven (7) days from the Premises not later than the first day of the extended absence.
- **6. PETS.** No pets shall be allowed on the Premises.
- 7. **PROPERTY INSURANCE.** Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.
- **8. MAINTENANCE.** Landlord shall keep the following in good repair: roof, exterior walls, foundation, sewer, plumbing, heating, wiring, air conditioning, driveways, and sidewalks, except when such repairs are necessitated by the misuse or negligence of Tenant, its agents, employees or invitees, and all other maintenance responsibilities required by law. Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition, and except for the repairs and replacements to be made by Landlord pursuant to the preceding sentence, shall make all repairs, replacements and improvements to the premises, including all changes, alterations or additions ordered by any lawfully constituted government authority directly related to Tenant's use of the premises. Tenant shall (a) comply with all obligations primarily imposed upon tenants

by applicable provisions of building and housing codes materially affecting health and safety, (b) keep that part of the premises that Tenant occupies and uses as clean and safe as the condition of the premises permit, (c) dispose from the dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner, (d) keep all plumbing fixtures in the dwelling unit or used by Tenant as clean as their condition permits, (e) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, (f) not deliberately or negligently destroy, deface, damage, impair or remove a part of the premises, or knowingly permit a person to do so, and (g) conduct himself or herself in a manner that will not disturb a neighbor's peaceful enjoyment of the premises.

- **9. APARTMENT RULES AND REGULATIONS.** Tenant agrees to obey and follow any and all apartment rules and regulations.
- **10. LOCKOUT.** If Tenant becomes locked out of the Premises, Tenant will be charged \$50.00.
- 11. UTILITIES AND SERVICES. Landlord shall be responsible for all utilities and services in connection with the Premises.
- **12. TAXES.** Landlord shall pay all real estate taxes and assessments which may be levied against the Premises. Tenant shall be responsible for all personal taxes or assessments that result from the Tenant's use of the Premises.
- 13. TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon sixty (60) days' written notice to Tenant that the Premises have been sold.
- 14. DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the dwelling unit is substantially impaired, Landlord, in its sole discretion may elect to repair the Premises or terminate the Lease upon thirty (30) days' written notice to Tenant. If the Premises are condemned or cannot reasonably be repaired, this Lease will terminate upon twenty (20) days' written notice by either party. Tenant shall give Landlord immediate notice of any damage to the Premises.
- **15. HABITABILITY.** Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of the Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.
- **16. DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provision of law to the contrary, if Tenant fails to cure any financial obligation within 7 days (or any other obligation within 7 days) after written notice of such default is provided by Landlord to Tenant, Landlord

may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this Lease. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

- **17. LATE PAYMENTS.** For any payment that is not paid within 5 days after its due date, Tenant shall pay a late fee of \$50.00.
- **18. HOLDOVER.** If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to 150% of the most recent rate preceding the Holdover Period (or the maximum amount allowed by law if less). Such holdover shall constitute a month-to-month extension of this Lease.
- 19. CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.
- **20. NON-SUFFICIENT FUNDS.** Tenant shall be charged \$50.00 (or the maximum amount allowable under applicable law if less) for each check that is returned to Landlord for lack of sufficient funds.
- 21. REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall be allowed to conduct any construction or remodeling (at Tenant's expense) only with the prior written consent of the Landlord. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.
- 22. ACCESS BY LANDLORD TO PREMISES. After providing reasonable advance notice, or with Tenant's consent, Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.
- **23. INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except due to Landlord's negligent acts or omissions.
- **24. DANGEROUS MATERIALS.** Tenant shall not have or keep on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance

company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

- 25. MECHANIC'S LIENS. Neither Tenant nor anyone claiming through Tenant shall have the right to file mechanic's liens or any other kind of lien on the Premises. Further, Tenant agrees to (i) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor or services that such liens will not be valid, and (ii) take whatever additional steps that are necessary in order to keep the premises free from all liens resulting from construction done by or for the Tenant.
- **26. SUBORDINATION OF LEASE.** This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.
- **27. ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord.
- **28. NOTICE.** All notices shall be given to the parties, in the case of Tenant, to the address of the premises, and in the case of Landlord, to the place at which rent is then being paid. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered received on the third day after it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.
- **29. GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Texas.
- **30. ENTIRE AGREEMENT/AMENDMENT.** This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
- 31. SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- **32. WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.
- **33. BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

BY SIGNING BELOW, TENANT ACKNOWLEDGES RECEIPT OF THE RULES AND

REGULATIONS GOVERNING THE PREMISES AND AGREES TO BE BOUND BY THEM.

**LANDLORD** 

1/7/2021

Umbrella Networks

DATE

**TENANT:** 

1/14/2021

Jennifer Teri Gatson DATE

## Exhibit A

## **RENTAL RULES**

- 1. Smoking is NOT allowed *OR* Smoking is allowed outside only.
- 2. All of the units are privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.
- 3. Keep the property and all furnishings in good order
- 4. Only use appliances for their intended uses
- **5.** Parking:

*Option A:* PARKING PASSES – Parking passes are located inside the unit. Renters must display parking pass on the rear view mirror at all times. Failure to display may result in towing of vehicle at renter's expense. Leave the parking passes inside the unit upon departure.

*Option B:* PARKING – Parking is limited to \_\_\_\_\_ vehicle(s). Vehicles are to be parked in designated parking areas only. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.

- 6. Housekeeping: There is no daily housekeeping service. While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. We suggest you bring beach towels. We do not permit towels or linens to be taken from the units. MAKE SURE FOOD IS REMOVED FROM THE REFRIGERATOR WITHIN A WEEK OF STORAGE. FOOD STORED ON THE COUNTERS ARE TO BE REMOVED ON OR BEFORE EXPIRATION. BATHROOM IS TO BE MAINTAINED BY WEEKLY DETAILED CLEANING AND DAILY MAINTENANCE CLEANING. \*\*\*DAILY MAINTENANCE CLEANING IS WIPING COUNTERS, TOILET AND SINK FAUCETS. REMOVING OF HAIR, TRASH & WATER ON FLOOR\*\*\*

  (THERE WILL BE A \$5 (FIVE DOLLARS) PER INCIDENT CHARGE FOR EACH VIOLATION) \*\*\*IF CLEANING IS DONE FOR YOU THERE WILL BE A \$10 CHARGE FOR SERVICE\*\*\*
- 7. [Water and Septic: The [cabin/property] is on a well and septic systems. The mineral content in the water is high. During a drought, the well water may have an odor. The septic system is very effective; however, it will clog up if improper material is flushed. DO NOT FLUSH anything other than toilet paper. No feminine products should be flushed at anytime. If it is found that feminine products have been flushed and clog the septic system, you could be charged damages of up to \$250 .]
- 8. Storms:

*Option A:* If there is a storm or hurricane, no refunds will be given unless:

- The state or local authorities order mandatory evacuations in a "Tropical Storm/Hurricane Warning area" and/or
- A "mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning" area of residence of a vacationing guest.
- The day that the authorities order a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area, we will refund:
  - Any unused portion of rent from a guest currently registered;
  - Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten the stay, to come in after the Hurricane Warning is lifted; and
  - Any advance rents collected or deposited for a reservation that is scheduled to arrive during the "Hurricane Warning" period.

1/14/2021

Signature Date