



# HENNESSEY GROUP

## Temporary Living Solutions

2706 W Wall St, Midland, TX 79701 Phone (432) 695-6542 Fax (432) 262-5703

### Rental Terms & Conditions

These Rental Terms and Conditions apply to the Lease Agreement entered into between The Hennessey Group, hereinafter called "Lessor," and the parties who signed the Lease Agreement, hereinafter called "Lessee".

- 1) Lessor hereby leases to Lessee and Lessee leases from Lessor, for residential purposes only, those certain premises as stated in the signed Lease Agreement.
- 2) The lease term shall commence at 4:00 p.m. on the date stated in the Lease Agreement, and end at 12:00 noon on the date stated in the Lease Agreement. **This lease will automatically renew on a month-to-month basis unless written notice of termination is given by either party within the stated number of days in the Lease Agreement before the end of the above lease term or renewal period or unless another lease is signed by both parties, Month to Month fees may apply.** In all circumstances, Lessee agrees to give Lessor the stated number of days in the Lease Agreement written notice prior to vacating.
- 3) Lessee shall pay to Lessor at 2706 W Wall St, Midland, TX 79701, or wherever designated in writing by Lessor, without deduction or offset of any kind, as rent for the leased property the sum stated in the Lease Agreement for each calendar day of the term, PAYABLE ON THE FIRST (1ST) DAY OF EACH CALENDAR MONTH, except that rent for the first month shall be paid prior to occupancy.
- 4) If applicable, Lessee has deposited with Lessor an additional sum as a Security Deposit as stated in the Lease Agreement. Upon the expiration of this contract, the Lessor may legally claim the Security Deposit in only such amounts as are reasonably necessary to remedy Resident defaults in the payment of rent, to repair damages to the property caused by the Resident other than normal wear and to pay the reasonable costs of cleaning in excess of the amount of the Redecorating Fee set out in Provision 16 below. The excess portion of the Security Deposit not used as set forth herein shall be refunded to the Lessee along with an itemized statement of charges other than those included in this lease within 45 days of lawful termination of tenancy. The Security Deposit shall be forfeited if the tenancy period is not met. (NO EXCEPTIONS).
- 5) Lessee agrees to full responsibility for payment of the specified items in the amounts specified in the Lease Agreement.  
 Rent per paragraph 3     Long distance charges     Electricity  
 Gas                     Water/Sewer/Trash

6) If specified in the Lease Agreement, the following items will be included in the total rental charges:

- |   |  |
|---|--|
| <input type="checkbox"/> Furniture                                  | <input type="checkbox"/> Housewares              |
| <input type="checkbox"/> Utilities (Electricity, Water/Sewer & Gas) | <input type="checkbox"/> Expanded Basic Cable TV |
| <input type="checkbox"/> Local Telephone Service                    | <input type="checkbox"/> Internet                |
| <input type="checkbox"/> Maid Service                               |  |

7) Lessor or its agents shall have the right to enter and inspect the premises at any time upon reasonable notice to the Lessee. Lessor shall be responsible for general maintenance and repairs of the facilities provided, however, repairs required due to damage caused, permitted or suffered by Lessee shall be charged to Lessee as additional rent.

8) Lessee agrees to be bound by the apartment community's rules and regulations, including (without limitation) any parking regulations, the duties imposed upon Lessees and tenants, generally, under applicable state or municipal law and by any term or provision of the lease between The Hennessey Group and the Owner/Landlord of the apartment community which may pertain to the permitted use and occupancy of the premises occupied by Lessee. Lessee covenants not to conduct any hazardous or unlawful activity in the premises.

9) Lessee agrees to obtain its own insurance and/or to be fully responsible for the personal property of Lessee or permitted occupants of the premises including any property of Lessee's guests.

10) If Lessee defaults in payment of rent or in the performance of or compliance with any other term or condition of the Lease, Lessor may terminate the lease with three (3) days written notice to Lessee. Lessor may re-enter the premises and retake possession. This would include picking up the furniture, housewares and disconnecting local phone, cable TV and internet service. Lessor shall recover a fee for all damages, including costs, interest, and where allowed by law, reasonable collection and attorney fees.

11) Lessee shall indemnify and hold harmless Lessor, the apartment Community Owner/Landlord, and their respective officers, directors, shareholder agents, or employees from all claims, damages, losses and expenses arising from Lessee's use of the premises or from any activity, work or thing done, permitted or suffered by Lessee in or about the demised premises, unless such injury or damage was caused by negligence or intentional acts of Lessor.

12) On the expiration of the term of this Lease, or any extensions thereto, Lessee shall quit and surrender to Lessor the property, the furnishings and all keys and/or access cards in as good and clean order and condition as at the commencement of the term except for normal wear and tear, and to the extent required by Lessor, all improvements and alterations made by Lessee shall be removed and the property restored to the same condition as when received at the commencement of the term. In the event that, in order to comply with the said obligations of Lessee, any repairs, restoration or cleaning shall be required, they shall be performed and provided by the Lessor and the Lessee shall be liable to Lessor for any and all reasonable expenses thereby incurred.

13) Lessee agrees to pay a late fee of \$75 and 10% of the past due amount for any payment received more than three (3) days after the due date. A \$25.00 service fee will be charged for any returned check or declined credit card. Returned checks and declined credit cards are considered as unpaid and as such will be subject to the late payment fee.

14) Lessee may not assign, transfer, pledge or encumber this Lease Agreement or sublet the apartment or any part thereof, or permit the use of the apartment by any other party than Lessee.

15) This Lease is intended by the parties to create a relationship of landlord and tenant, and the parties' respective rights hereunder shall be governed according to the landlord/tenant laws or ordinances of the State of Texas. If any term, provision or condition of this Lease is invalid or unenforceable under such laws, the partial invalidity of this Lease on account of such term, condition or provisions shall not render any other part of the Lease invalid or unenforceable. Any invalid or unenforceable term, provision or condition shall be severed from the Lease or shall be reformed to be in conformity with state law without invalidating any other part of this Lease.

16) Lessee has agreed to pay lessor a sum as stated in the Lease Agreement as a move out cleaning fee for unit preparation.

17) Lessee agrees to be responsible for the care and the return of the various cable, internet and/or phone equipment which is being provided by Lessor for Lessee's use in the property. Upon vacating the property at the end of the lease term, Lessee agrees to the following:

- to leave the equipment at the appropriate location as directed by the Move-Out Instructions provided by The Hennessey Group.

- that the cost of any unreturned equipment, as billed by the equipment provider to The Hennessey Group, will be charged to the credit card listed on the Lease Agreement.

18) If stated in the Lease Agreement, Lessee has agreed to pay lessor a Pet Fee, a Pet Deposit and Pet Rent for the pleasure of keeping a pet in the furnished unit.

This Lease, including any attached addenda, represents the entire understanding regarding the terms of the Lease between Lessee and The Hennessey Group.