CITY OF SAN ANTONIO
DEPARTMENT OF COMMUNITY INITIATIVES
CITY COUNCIL AGENDA MEMORANDUM

TO: Mayor and City Council

FROM: Dennis J. Campa, Director, Department of Community Initiatives

SUBJECT: Supportive Housing Program Grant Agreement Amendment and agreement with the San Antonio Housing Authority.

DATE: May 5, 2005

SUMMARY AND RECOMMENDATIONS

A. This ordinance authorizes the execution of a grant agreement amendment with the U. S. Department of Housing and Urban Development (HUD) for the 2001 Supportive Housing Program (SHP) and approves a revised budget for the 2001 Supportive Housing Program.

B. This ordinance authorizes the execution of an agreement with the San Antonio Housing Authority (SAHA) for the lease of 16 transitional housing units for the period May 15, 2005 to May 31, 2007 and authority to execute a Transitional Housing Program Agreement for homeless residents.

Staff recommends approval of these ordinances.

BACKGROUND INFORMATION

Pursuant to Ordinance numbers 100285 and 100286, on January 13, 2005, the Department of Community Initiatives was authorized to support the relocation of 16 transitional families from the Dwyer Avenue Center (DAC) to a SAHA complex. Funds in the amount of $34,176 were transferred from Dwyer operations to pay lease costs to SAHA through a HUD grant agreement amendment. Due to subsequent fiscal considerations by the SAHA Board, the time authorized to execute the San Antonio Housing Authority agreement expired and the families remained at Dwyer. On April 7, 2005, following successful resolution of the agreement terms, SAHA’s Board voted in favor of the agreement. Accordingly, DCI is again requesting Council authorization to execute an agreement with SAHA for 16 transitional housing units for the period of May 15, 2005 to May 31, 2007.

Currently, under the 2001 SHP the City has a three-year grant agreement with HUD whereby HUD provides funding to support 16 units at the DAC for transitional homeless families. Families can reside at the DAC for up to 24 months while City staff and a number of other community-based organizations work with the families as they prepare to live independently. The relocation to the SAHA complex will provide an independent living environment that will
advance their transition to permanent housing. Families will continue to receive all supportive services as mandated by HUD, to include: transportation, legal assistance, counseling and access to medical services.

An ordinance is also required that will authorize an amendment to the IHUD agreement that will reallocate $29,904 from the lease category to Dwyer operations and maintenance, which will partially reverse the reallocation made in January, 2005. This action is required because of the lapse in time required to obtain SAHA approval of the agreement and is needed to support the concurrent expenses accrued at the Dwyer Avenue Center.

The agreement with SAHA authorizes the rental of 16 units for transitional families. The City will pay monthly rent of $534 per apartment, of which $100 is for utilities. Residents will be assessed a monthly program fee of up to 30% of their adjusted gross income, in accordance with HUD requirements. Funds from the Supportive Housing Program grant will support the lease of the 16 transitional housing units from SAHA.

POLICY ANALYSIS

These ordinances continue existing City policy to utilize grant funds to support the City’s Human Development core issues of Family Strengthening and Community Safety Net by providing transitional housing and supportive services to homeless residents of San Antonio and Bexar County. These ordinances will enable the Department of Community Initiatives to provide transitional housing to 16 families at SAIIA units. The subsequent vacancies will enable the Department of Community Initiatives to provide much needed emergency shelter to “intact families” at the DAC location. This effort is consistent with the Mayor’s Task Force recommendations in the Hunger and Homelessness Ten Year Plans, adopted by Council on January 27, 2005.

FISCAL IMPACT

The Dwyer Avenue Center programs are funded through multiple funding streams. The Dwyer Avenue Center received funding from the 2001 Supportive Housing Program (SHP) through May 2005. Of those funds, $29,904 will be reallocated from the lease category to operations and maintenance of the Dwyer Avenue Center. Continued funding of this program has been conditionally awarded in the 2004 Supportive Housing Program grant. Ninety thousand dollars in general funds allocated by City Council in the FY05 budget toward homeless efforts will partially defray the cost of operational expenses for the 16 family emergency units created at the Dwyer.

COORDINATION

Coordination has occurred with the City Attorney’s Office, Finance Department, Office of Management and Budget, San Antonio Housing Authority, and the U.S. Department of Housing and Urban Development.
SUPPLEMENTARY COMMENTS

Acceptance of 2004 Supportive Housing Program Grant funds, which include funds for the Dwyer Transitional Housing Program, is scheduled for City Council consideration on May 19, 2005.

Provisions of the Ethics Ordinance do not apply.

Dennis J. Campa
Director
Department of Community Initiatives

Frances A. Gonzalez
Assistant City Manager

J. Rolando Bono
Interim City Manager
MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF SAN ANTONIO
AND THE
SAN ANTONIO HOUSING AUTHORITY

This Memorandum of Agreement is entered into by and between the City of San Antonio (hereinafter referred to as the “City”), a Texas municipal corporation, acting by and through its Director of Community Initiatives as authorized by City Council on ______________, pursuant to Ordinance No. ____________, and the Housing Authority of the City of San Antonio, Texas d/b/a San Antonio Housing Authority (hereinafter referred to as “SAHA”).

WHEREAS, the City and SAHA (hereinafter referred to as “the Parties”) are dedicated to providing housing assistance to low-income residents; and

WHEREAS, each of the Parties wishes to promote the public purpose of providing a community safety net for families in need of transitional housing assistance;

NOW THEREFORE:

IT IS HEREBY AGREED that the Parties participate in the City’s Transitional Housing Program (hereinafter referred to as “THP”). Such participation shall be defined in accordance with the following parameters and limitations:

1. TERM.
This Memorandum of Agreement shall commence on May 15, 2005 and shall terminate on May 31, 2007 unless earlier termination or extension shall occur pursuant to any provision hereof.

2. CONSIDERATION.
City agrees to pay SAHA $6,944.00 per month for 16 units ($434.00 per unit for rent) for 16 families participating in the THP. This payment includes maintenance costs for make-ready, rental and general operation of said 16 units. City agrees to also pay SAHA $1,600.00 per month for 16 units ($100.00 per unit) for utilities. As additional consideration, the following amounts shall be paid by the City via deduction from any amounts to be paid to the City by the San Antonio Housing Finance Corporation, an entity affiliated with SAHA:

   All utility charges in excess of $100 per month per unit for the 16 units from and after initial occupancy by a THP tenant until the expiration of the term of this Memorandum of Agreement;

SAHA agrees to invoice the City for the designated THP apartment units on a monthly basis. Said invoice shall be submitted to City of San Antonio, Department of Community Initiatives, Fiscal Section P.O. Box 839966, San Antonio, TX 78283-3966. The City shall remit payment on submitted invoices within thirty (30) days from receipt of said invoices.

SAHA understands that funds provided pursuant to this Agreement are funds which have been made available to the City by the U.S. Department of Housing and Urban Development (hereinafter referred to as “HUD”) through the Supportive Housing Program (“SHP”).
3. PROGRAM GUIDELINES.

The intent of the THP is to provide transitional housing assistance to eligible San Antonio families as determined by the City’s THP staff in accordance with the policies and provisions of the THP. SAHA shall have no responsibility for the eligibility screening of any participants or any other aspect of the THP program other than those responsibilities defined in the SCOPE OF WORK described below.

4. SCOPE OF WORK.

SAHA agrees to ensure that the non-profit affiliated entity owning the Apartments defined herein shall:

a) Provide the City 16 apartment units, either two-bedrooms (approximately 985 square feet) or town homes (approximately 1,134 square feet), at the location ("Apartments") specified in that certain grant agreement ("Grant Agreement") between the City and HUD executed on June 24, 2002, as amended, and any future grant renewals for the same apartment units.

b) Sign a lease with each THP tenant for a period not to exceed six (6) months. A copy of the lease is attached hereto for reference purposes as Attachment I.

c) Include a clause in each THP tenant lease providing that non-compliance by tenant of any of the provisions under the Transitional Housing Program Agreement for Participation, ("THP Agreement") which is attached hereto for reference purposes as Attachment II, shall constitute a breach of the tenant’s obligations under the lease. The lease shall also provide that it will terminate upon termination of this Memorandum of Agreement.

d) Notify the City prior to instituting eviction proceedings or other legal actions against THP tenants. In the event of such eviction proceedings, SAHA agrees that it shall be obligated for any and all costs and expenses including attorney’s fees and court costs for eviction of the THP tenant. It is understood and agreed to by the parties to this Memorandum of Agreement that the City shall not be responsible for the payment of said costs and expenses. This clause does not apply to those eviction proceedings initiated by the City pursuant to sections 4(e) and 4(h) of this Memorandum of Agreement.

e) Notify the City sixty (60) days before expiration of each THP tenant lease for the City’s approval or disapproval to renew each such lease. The City shall notify SAHA within twenty (20) days of its decision regarding renewal of the lease. If the City does not give SAHA approval, SAHA will not renew said lease with the THP tenant and shall notify the THP tenant of the City’s non-renewal decision. In the event the City does not approve the renewal of a certain THP tenant lease, the City shall not be obligated to pay for any costs associated with the renewal of said tenant’s lease, but shall be obligated for any and all costs and expenses, including attorney’s fees and court costs, for eviction of the THP tenant.

f) Provide make-ready on the designated THP apartment units within two (2) weeks from the date the THP Tenant moves out, in order to prepare for the new THP tenant.

g) Provide routine maintenance and repairs to the designated THP apartment units in accordance with its standard lease and occupancy agreement.
h) Institute an eviction proceeding against a THP tenant upon notification from the City to evict the tenant because said tenant has not complied with a provision in the Transitional Housing Program Agreement for Participation executed between the City and the THP tenant. The City shall be obligated for any and all costs and expenses, including attorney's fees and court costs, for eviction of the THP tenant.

i) Provide a copy of each executed THP tenant lease to the City after the tenant executes said lease no later than ten (10) days from the date the tenant executes said lease.

City agrees to:

a) Provide SAHA a list of the 16 tenants to be provided housing through the THP during initial occupancy. As apartments become vacant, the City will provide SAHA with the name of the next family to be housed.

b) Provide SAHA $534.00 per month per unit for sixteen (16) apartment units that contain THP tenants, and the additional consideration described in Section 2.

c) Provide THP supportive services to all sixteen (16) THP families.

d) Intervene and assist in mediation/resolution of THP tenant violations prior to eviction.

e) Approve or disapprove a renewal of each THP tenant lease.

f) Notify SAHA of tenant's non-compliance with the Transitional Housing Program Agreement for Participation executed between the City and tenant, and instruct SAHA to initiate and complete eviction proceedings against the tenant for such non-compliance. The City shall be obligated for any and all costs and expenses, including attorney's fees and court costs, for eviction of the THP tenant for non-compliance with the THP Program.

g) Provide a caseworker familiar with the tenant and the Transitional Housing Program Agreement for Participation to assist in eviction proceedings when City has notified SAHA of tenant's non-compliance with said Transitional Housing Program Agreement for Participation.

h) Remove the furniture provided by the City from the Apartments within 7 calendar days of termination of this Memorandum of Agreement as to any THP unit.

5. CONFIDENTIAL INFORMATION

The Parties agree to maintain the confidentiality of any record directly related to or generated as a result of this agreement in accordance with all Local, State, and Federal Laws. SAHA understands that work provided through this agreement is subject to the Public Information Act, Government Code Section 552.021.

The Public Information Act, Government Code Section 552.021, requires the City and State agencies including SAHA, to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if SAHA receives inquiries regarding documents within its possession pursuant to this agreement, SAHA shall (a) within twenty-four (24) hours of receiving the requests forward a copy of such request to City for notification purposes only and (b) take action as authorized under the Public Information Act to protect information that may be confidential pursuant to State or federal law.
6. TEXAS TORT CLAIMS ACT

SAHA and the City acknowledge they are either a state agency or a political subdivision of the State of Texas and are subject to, and comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice and Remedies Code, §101.001 et seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death. SAHA shall promptly advise the City in writing of any claim or demand against the City or SAHA known to SAHA related to or arising out of the tenant occupancies described in this instrument.

7. TERMINATION BY NOTICE

This Memorandum of Agreement may be terminated by either party upon written notice, provided such notice specifies an effective date of termination, which shall be not less than sixty (60) calendar days nor more than ninety (90) calendar days from the date such notice is received by the other party. If the notice does not specify a date of termination, the effective date of termination shall be sixty (60) calendar days after receipt of the notice by the other party.

8. TERMINATION FOR CAUSE

Should either party default in the performance of any of the terms or conditions of this Memorandum of Agreement, the other party shall deliver to the defaulting party written notice thereof specifying the matters on default. The defaulting party shall have ten (10) calendar days after its receipt of the written notice to cure such default. If the defaulting party fails to cure the default within such ten (10) day period, this Memorandum of Agreement shall terminate at 11:59 p.m. on the tenth day after the receipt of the notice by the defaulting party.

9. TERMINATION BY LAW

If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein or if any law is interpreted to prohibit such performance, this Memorandum of Agreement shall automatically terminate as of the effective date of such prohibition.

10. TERMINATION DUE TO LACK OF FUNDING: SAHA agrees and understands that City expects to pay all obligations of this Agreement from projected revenue sources, but all obligations of City are subject to state and federal funding for the City of San Antonio, Department of Community Initiatives, and/or annual appropriations by the San Antonio City Council. Accordingly, contractual provisions notwithstanding, in the event that City shall fail to obtain sufficient state or federal or city funds to pay all of City's obligations under this agreement, City shall have the right to terminate this agreement by providing SAHA with sixty (60) calendar days written notice from the date SAHA receives said notice.
11. CONFLICT OF INTEREST

11.1 SAHA acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

11.2 Pursuant to the section 11.1 of this Memorandum of Agreement, SAHA warrants and certifies, and this contract is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. SAHA further warrants and certifies that is has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City’s Ethics Code.

12. NOTICES

For purposes of this agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City of San Antonio  
Department of Community Initiatives  
Community Action Division  
P.O. Box 83966  
San Antonio, TX 78283-3966

San Antonio Housing Authority  
Property Management Department  
818 South Flores  
San Antonio, Texas 78204

13. AMENDMENT

Except where the terms of this Memorandum of Agreement expressly provide otherwise, any amendment to this Memorandum of Agreement shall not be binding on the parties unless such amendment be in writing, executed by all the Parties and dated subsequent to the date hereof.
14. COMPLIANCE WITH LAWS AND REGULATIONS

It is understood and agreed by the parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Memorandum of Agreement and that any such changes shall be automatically incorporated into this Memorandum of Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law. The Parties expressly agree to comply with all applicable federal, state, and local laws.

15. INDEPENDENT CONTRACTOR

The Parties agree that they will provide services under this Memorandum of Agreement as independent parties. The parties to this Memorandum of Agreement further agree that they have no authority to bind the other or to hold out to third parties that it has authority to bind the other; and nothing herein contained shall be deemed or construed by the parties hereto or any third party as creating the relationship of employer-employee, principal-agent, partners or joint venturers. Furthermore, there is no intention on the part of the Parties hereto to create or otherwise form a joint enterprise under or pursuant to this Memorandum of Agreement. The Parties to this Memorandum of Agreement do not have a pecuniary purpose, let alone a common one. The purpose of this Agreement is to further the public good, not to gain a profit. Each of the Parties to this Memorandum of Agreement has separate and independent duties and obligations over which they have control.

16. TEXAS LAW TO APPLY

This Memorandum of Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created herewith are performable in the State of Texas, County of Bexar.

17. CAPTIONS

The captions contained in this agreement are for convenience of reference only, and in no way limit or enlarge the terms or conditions of this agreement.

This Memorandum of Agreement, together with its authorizing ordinance and exhibits, if any, shall constitute the full and final agreement between the parties hereto.

Agreed to by and between the below parties on this ___ day of ___, 2005.

Dennis J. Campa
Director
Department of Community Initiatives
City of San Antonio

Henry A. Alvarez, III
Housing Authority
of the City of San Antonio, Texas
President and CEO
Apartment Lease Contract

Moving In — General Information

1. PARTIES: This Lease Contract is between the landlord that you're renting from, and the tenant that you're renting to. The landlord is verified by the Texas Apartment Association to be a professional landlord, and the tenant is the person who will be responsible for the rental agreement. The landlord is responsible for maintaining the property in good condition, while the tenant is responsible for paying rent on time and care of the property.

2. OCCUPANTS: The apartment can be occupied only by you and the other occupants you listed in the Lease Contract application.

3. LEASE TERM: The initial term of the Lease Contract begins on the date of the lease agreement.

4. SECURITY DEPOSIT: The security deposit is due before taking possession of the property. The deposit is returned when the lease ends, less any damages or fees for the landlord.

5. KEYS AND FURNITURE: The tenant will be provided with a key to the apartment and any additional keys that are needed. All furniture and appliances are the property of the landlord and must be returned in good condition.

6. RENT AND CHARGES: Rent is due monthly and must be paid in advance. Late fees may be charged if payment is not made on time.

7. UTILITIES: The tenant is responsible for paying all utility bills, including electricity, gas, and water. If the landlord pays the water bill, it will be deducted from the rent.

8. INSURANCE: The landlord and tenant are responsible for obtaining insurance to protect the property and its contents.

9. SECURITY DEVICES: The landlord may install security devices such as locks and window guards. The tenant is not allowed to remove these devices without the landlord's consent.

10. SPECIAL PROVISIONS: The tenant must comply with any special provisions outlined in the Lease Contract.

11. UNLAWFUL EARLY MOVE-OUT: The tenant may not move out of the property before the end of the lease term without the landlord's consent. If the tenant moves out before the lease term ends, the landlord may charge a penalty.

Your Name: ____________________  Date: ____________________
Your Address: ____________________

Texas Apartment Association, Inc.  © 2001, Texas Apartment Association, Inc.
Not a Release. The releasing charge is not a Lease Contract cancellation fee or, in another form, it is not a liquidated amount covering only part of our damages, interest, and the time, cost, and expense in finding and processing termination. Therefore, it is not a charge which is to be incurred for breaches of any provisions of this Lease Contract. If the lessor elects to return your security deposit, the amount remaining will be less than the amount released as a result of your lease termination.

17. INSURANCE AND REPAIRS. You must maintain insurance against loss or damage to the premises, against personal injury to persons while on the premises, against damage to the premises, and against theft or damage to personal property. You shall take all necessary steps to prevent damages, including the repair of any damages. If damages are incurred to the premises, you must notify the lessor as soon as possible and provide evidence of the damage and the steps taken to prevent further damage. You must also maintain insurance against personal injury to persons while on the premises.

18. INSURANCE AND LEASE CONTRACT CHANGES. If you terminate the Lease Contract before the end of the lease term, you must notify the lessor in writing. The lessor may then give you notice of any changes to the Lease Contract, including any changes to the security deposit and any modifications to the terms and conditions of the Lease Contract. You must then agree to the changes or provide written notice of your objection within 10 days of receiving the notice. You must also agree to any changes to the security deposit and any modifications to the terms and conditions of the Lease Contract.

19. INSURANCE AND LEASE CONTRACT CANCELLATION. You may cancel the Lease Contract by giving the lessor written notice of your intention to cancel. The lessor must then give you at least 30 days notice before the lease is terminated. During this notice period, you may not be required to pay any additional rent or fees. If you cancel the Lease Contract before the end of the lease term, you must pay the remaining rent and fees for the remainder of the lease term. You must also return the premises to the lessor in a condition that is substantially the same as when the lease began.

20. INSURANCE AND LEASE CONTRACT TERMINATION. If the lease is not renewed, you must return the premises to the lessor in a condition that is substantially the same as when the lease began. You must also pay any remaining rent and fees for the remainder of the lease term.

21. INSURANCE AND LEASE CONTRACT TERMINATION. If the lease is not renewed, you must return the premises to the lessor in a condition that is substantially the same as when the lease began. You must also pay any remaining rent and fees for the remainder of the lease term.

22. INSURANCE AND LEASE CONTRACT TERMINATION. If the lease is not renewed, you must return the premises to the lessor in a condition that is substantially the same as when the lease began. You must also pay any remaining rent and fees for the remainder of the lease term.
21. PARKING. We may regulate the time, manner, and place of parking of all cars, trucks, motorcycles, bicycles, boats, trailers, and commercial vehicles. Motorcycle or motorcycle racks may not be parked in an apartment or in an area for motorcycles. Improperly parked vehicles are subject to towing at the owner's expense. We reserve the right to tow or remove any vehicle not parked as required.

22. MILITARY PERSONNEL. You may terminate this lease within 30 days after written notice to the landlord. The security deposit is refundable to the military personnel if written notice is given to the landlord at least 30 days before the termination date.

23. CONDITION OF THE PREMISES AND ALTERATIONS. You are responsible for maintaining your apartment in a clean and safe condition. Any damage caused by you or your guests will be charged to your account. You are responsible for the repair of any damage caused by you or your guests.

24. REQUESTS, REPAIRS, AND MALFUNCTIONS. If you experience any problem or request, you should contact the maintenance department. In the event of an emergency, you should contact the police or fire department.

25. ANIMALS. No animals, including cats, dogs, birds, fish, reptiles, and insects are allowed in the apartment. If an animal is found, you will be charged the cost of removing and caring for the animal.

28. WHEN WE MAY ENTER. If you or any guest or occupant is present, then agents, servants, contractors, or representatives, or any other person acting in your behalf, do not possess the apartment at reasonable times for the purposes mentioned in 22 below. It shall be your responsibility to notify us in writing prior to your departure any time you are going to move out and expressly consent to the replacement, subletting, or assignment, then

29. REPLACEMENTS AND SUBLETTING. Replacing a resident, subletting, or assignment is allowed if stated in writing. If departing, we recommend that you give us written notice of the replacement, subletting, or assignment, then

- (1) a written notice of the replacement, subletting, or assignment
- (2) a replacement agreement acceptable to us
- (3) a written notice of the replacement, subletting, or assignment
- (4) a written notice of the replacement, subletting, or assignment

30. DEFAULTS BY OWNER. We will not accept any non-payment obligations if no tenant exists, a replacement contract is not in writing, and no written consent is provided. If you default, you must, within 30 days of the notice to vacate, pay all rent and charges, including any late fees, and vacate the premises within 30 days of the notice to vacate. If you fail to do so, you may be considered a tenant in default.

31. DAMAGES. In the event of any infringement of the lease contract, the landlord may seek damages as are provided by law. If any tenant defaults in paying rent or other charges, the landlord may seek damages as are provided by law. If any tenant defaults in paying rent or other charges, the landlord may seek damages as are provided by law.

32. DEFAULTS BY RESIDENT. You will not default in the payment of rent or other charges, or any other obligations under the lease contract. If you do, you may be considered a tenant in default.

33. MULIPLE RESIDENTS OR OCCUPANTS. Each resident or occupant will be solely and personally liable for all lease obligations. If any resident or occupant defaults, all other residents or occupants will be considered in default. If any resident or occupant defaults, all other residents or occupants will be considered in default.

34. REPLACEMENTS AND SUBLETTING. Replacing a resident, subletting, or assignment is allowed if stated in writing. If departing, we recommend that you give us written notice of the replacement, subletting, or assignment, then

- (1) a written notice of the replacement, subletting, or assignment
- (2) a replacement agreement acceptable to us
- (3) a written notice of the replacement, subletting, or assignment
- (4) a written notice of the replacement, subletting, or assignment

35. DEFAULTS BY OWNER. We will not accept any non-payment obligations if no tenant exists, a replacement contract is not in writing, and no written consent is provided. If you default, you must, within 30 days of the notice to vacate, pay all rent and charges, including any late fees, and vacate the premises within 30 days of the notice to vacate. If you fail to do so, you may be considered a tenant in default.

36. DAMAGES. In the event of any infringement of the lease contract, the landlord may seek damages as are provided by law. If any tenant defaults in paying rent or other charges, the landlord may seek damages as are provided by law. If any tenant defaults in paying rent or other charges, the landlord may seek damages as are provided by law.

37. DEFAULTS BY RESIDENT. You will not default in the payment of rent or other charges, or any other obligations under the lease contract. If you do, you may be considered a tenant in default.

38. MULIPLE RESIDENTS OR OCCUPANTS. Each resident or occupant will be solely and personally liable for all lease obligations. If any resident or occupant defaults, all other residents or occupants will be considered in default. If any resident or occupant defaults, all other residents or occupants will be considered in default.

39. REPLACEMENTS AND SUBLETTING. Replacing a resident, subletting, or assignment is allowed if stated in writing. If departing, we recommend that you give us written notice of the replacement, subletting, or assignment, then

- (1) a written notice of the replacement, subletting, or assignment
- (2) a replacement agreement acceptable to us
- (3) a written notice of the replacement, subletting, or assignment
- (4) a written notice of the replacement, subletting, or assignment

40. DEFAULTS BY OWNER. We will not accept any non-payment obligations if no tenant exists, a replacement contract is not in writing, and no written consent is provided. If you default, you must, within 30 days of the notice to vacate, pay all rent and charges, including any late fees, and vacate the premises within 30 days of the notice to vacate. If you fail to do so, you may be considered a tenant in default.

41. DAMAGES. In the event of any infringement of the lease contract, the landlord may seek damages as are provided by law. If any tenant defaults in paying rent or other charges, the landlord may seek damages as are provided by law. If any tenant defaults in paying rent or other charges, the landlord may seek damages as are provided by law.

42. DEFAULTS BY RESIDENT. You will not default in the payment of rent or other charges, or any other obligations under the lease contract. If you do, you may be considered a tenant in default.

43. MULIPLE RESIDENTS OR OCCUPANTS. Each resident or occupant will be solely and personally liable for all lease obligations. If any resident or occupant defaults, all other residents or occupants will be considered in default. If any resident or occupant defaults, all other residents or occupants will be considered in default.
General Clauses

33. MISCELLANEOUS. Unless we are not in any of our representations or agreements. The Lease Contract is the entire agreement between us. Our representations, including management personnel, employees, and agents have no authority to waive, amend, permit, or terminate this Lease Contract or any part of it; neither is the property of the property, nor in any way, to bind or effect any agreement, representation or waiver of any provisions in the Lease Contract or any representations made in setting. No action or omission of any representative of us will be construed as a waiver or subsequent release. Delinquent, or time of place of performance. In case of an emergency, written notice will be given to the:*  
* No person occupying or using the leasehold must be notified. Fan signature is being negotiated. Notice must be given by email.

Exercising any remedy will not constitute an election or waiver of any other remedies. Inviolate obligations are absolute. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual obligations, or other obligations incurred by virtue of acting on our behalf. The Lease Contract binds subsequent owners. Neither an act of our agents or the omission of action by any party to be by us Constitutes the Lease Contract. No notices and documents may be in English and at our option, in any language that we read or speak. All provisions regarding non-negligible and non-continuous apply to our employees, agents, and management company. This Lease Contract is subject to existing and future recorded mortgages, at lender’s option. All Lease Contract obligations must be performed in the county where the apartment is located. We may decrease or not install keys hereafter depending on your landlord. There are no restrictions to this notice. All residents, and the monitoring equipment in the building. This notice and the alarm system has been approved by the Texas Apartment Association. Personal Security—While Outside Your Apartment

1. As soon as possible after entering your apartment, lock your door, close the windows, and lock the doors. This is especially important when leaving the apartment.

2. Keep the key in your pocket, lock the door, and close the windows.

3. When returning to your apartment, lock the door, close the windows, and lock the doors. This is especially important when leaving the apartment.

4. If you (or any other person) are not in the apartment, lock the door, close the windows, and lock the doors. This is especially important when leaving the apartment.

5. If you are concerned because you lost your key, or because someone found a key, ask the management to replace the locks. You must provide a written request to have the door opened as soon as possible after leaving the apartment.

6. If you are not in the apartment, lock the door, close the windows, and lock the doors. This is especially important when leaving the apartment.

7. Do not open the door. If you see someone suspicious, call the police immediately.

8. Leave a telephone for emergencies. If you are not in the apartment, lock the door, close the windows, and lock the doors. This is especially important when leaving the apartment.

9. Check to make sure your key is in the apartment. This is especially important when leaving the apartment.

10. Notify the front desk if your key is missing or if you are not sure who has access to your apartment. This is especially important when leaving the apartment.

11. Notify the front desk if your key is missing or if you are not sure who has access to your apartment. This is especially important when leaving the apartment.

12. Notify the front desk if your key is missing or if you are not sure who has access to your apartment. This is especially important when leaving the apartment.

13. Close curtains, blinds, and window shades at night.

14. Mark or engrave your driver’s license number on your key ring or other identification on valuable personal property.
37. MOVE-OUT NOTICE. Before moving out, you must give our representative adequate notice in accordance with the Lease Contract.

Your move-out notice will be effective for the full term of the Lease Contract or tenancy at will, whichever is less. You will be billed for the entire Lease Term in the event that you move out within the first six months of the term, or in the event that you move out after the six-month period and within the first twelve months of the term. Your move-out notice will be considered to be an offer to terminate the Lease Contract at the end of the term, if you move out during the first six months of the term. If you move out during the first six months of the term, you will be responsible for all rent and other charges that you may incur for the remainder of the monthly period.

38. MOVE-OUT PROCEDURES. The move-out date cannot be changed unless we agree in writing. You must schedule your move-out within the Lease Contract term or rental period unless you are entitled to terminate the Lease Contract prior to the expiration of the term or rental period. To move out, you must make arrangements to return the apartment to the condition that it was in when you moved in. You must also leave all personal property and belongings that you are not taking with you. You must schedule your move-out within the Lease Contract term or rental period to prevent legal action for breach of contract.

39. CLEANING. You must thoroughly clean the apartment, including all work areas, bathrooms, kitchen, appliances, bathrooms, garages, and storage areas. You must follow the move-out cleaning guidelines if you have been provided. If you do not do so, you will be charged for the cost of cleaning. Charges include, but are not limited to, cleaning the carpets, cleaning the furniture, and cleaning the windows.

40. MOVE-OUT INSPECTION. You must schedule your move-out inspection at least ten days before moving out. You are responsible for any damages that occur during the move-out inspection and for any damage that occurs after the move-out inspection.

41. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES. If you move out during the first six months of the term, you will be responsible for all rent and other charges that you may incur for the remainder of the monthly period. If you move out during the first twelve months of the term, you will be responsible for all rent and other charges that you may incur for the remainder of the monthly period.

Your move-out notice must be terminated within the Lease Contract term or rental period. Your move-out notice must be terminated if you do not take possession of your security deposit. If your move-out notice is terminated, you will be responsible for all rent and other charges that you may incur for the remainder of the monthly period. If your move-out notice is terminated, you will be responsible for all rent and other charges that you may incur for the remainder of the monthly period.

42. SECURITY DEPOSIT. Your move-out notice must be terminated if you do not take possession of your security deposit. If your move-out notice is terminated after the six-month period, you will be responsible for all rent and other charges that you may incur for the remainder of the monthly period. If your move-out notice is terminated, you will be responsible for all rent and other charges that you may incur for the remainder of the monthly period.

Signatures, Originals and Attachments

The Lease Contract has been executed by the parties hereto, and is binding on both parties. The Lease Contract is not subject to rescission, modification, or discharge before final recording or registration.

You are legally bound by this document. Please read it carefully. Before signing any application or signing a Lease Contract, you may take a copy of these documents to review and consider your options.

Additional questions or changes may be made in the Lease Contract if agreed to in writing by all parties.

You are entitled to receive an original of this Lease Contract after it is fully signed. Keep it in a safe place.

Resident or Agent's Signature (if any)

Chamber or Owner's Representative (signing on behalf of owner)

Address and phone number of owner's representative for notice purposes

Name and address of locator service (if applicable)

Apartment Lease Contract

Texas Apartment Association, Inc.

© Copyright, 2004