

August 16, 2011 at 12:38 p.m.

I [REDACTED] am giving this statement on my own free will and the information stated below is true. Ruby Jones without my permission walked into my house and wanted me to sign a paper about the letter stating it was not my signature. She wanted me to write that it was my signature and I was tired of signing papers. I refused to sign Ruby Jones letter because those were not my signatures. I feel like I am being harassed because I did not sign the letter she wanted. I complained about the air condition breaking and they still have not fixed it. My son has asthma so we need air. Ruby Jones fussed at me because she said management heard me complain about the air conditioner. My door has been kicked in two times and the last time it happened I did make a police report. I can't keep a baby sitter because of that. I am being charged back rent, but I have all of my receipts and have been paying. I was charged more than \$212.00 for October. A cat got into my home after the door was kicked in and the next day I took it to the pound. I don't want to stay there and I want Galveston Housing Authority to help me. I did not come in before because I was scared she was going to terminate my papers.

[REDACTED]

Questionable
Lease
and
Statement
from tenant

1. did not bring this case



VICTORIA DELOSAUNA
#441-B

TEXAS ASSOCIATION OF REALTORS®
ADDENDUM REGARDING LEAD-BASED PAINT

For use in the lease of residential property built before 1978.

ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT 3104 53 ST., GALVESTON, TX 77550

A. LEAD WARNING STATEMENT: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors (landlords) must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees (tenants) must also receive a federally approved pamphlet on lead poisoning prevention.

B. DISCLOSURE:

(1) Presence of lead-based paint and/or lead-based paint hazards. (Check (a) or (b)).

(a) Landlord knows of the following lead-based paint and/or lead-based paint hazards in the Property:

(b) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the Property.

(2) Records and reports available to Landlord. (Check (a) or (b)).

(a) Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property which are listed here:

(b) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

C. TENANT'S ACKNOWLEDGEMENT:

(1) Tenant has received copies of all information listed in Paragraph B.

(2) Tenant has received the pamphlet entitled Protect Your Family from Lead in Your Home.

D. AGENTS' NOTICE TO LANDLORD AND ACKNOWLEDGEMENT:

(1) The brokers and agents to the lease notify Landlord that Landlord must: (a) provide Tenant with the EPA-approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazard in the Property; (d) deliver all records and reports to Tenant pertaining lead-based paint and/or lead-based paint hazards in the Property; and (e) retain a copy of this addendum for at least 3 years.

(2) The brokers and agents to the lease have advised Landlord of Landlord's obligations under 42 U.S.C. 4852d and are aware of his/her responsibility to ensure compliance.

E. CERTIFICATION OF ACCURACY: The undersigned have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and correct.

Barney Jones 10-12-10
Landlord Date
WOMAN INC.

[Redacted Signature] 10-12-2010
Tenant Date

Landlord Date

Tenant Date

Listing Broker/Agent or Property Manager Date

Tenant Date

Other Broker/Agent Date

Tenant Date

(TAR-2008) 10-14-03

Residential Lease concerning: [Redacted] 104 53rd Street, Unit # 441 B
Galveston, TX 77551

- D. Unpaid rent and any unpaid amount under this lease are reportable to credit reporting agencies.
- E. Landlord is not obligated to respond to any requests for Tenant's rental and payment history from a mortgage company or other prospective landlord until Tenant has given notice of termination of this lease and Tenant is not in breach of this lease. (Notice: Landlord or Landlord's agent may charge a reasonable fee for processing such information.)
- F. If all occupants over 18 years of age die during this lease, Landlord may: (i) permit the person named below to access the Property at reasonable times in Landlord's or Landlord's agent's presence; (ii) permit the named person to remove Tenant's personal property; and (iii) refund the security deposit, less deductions, to the named person. Section 92.014, Property Code governs procedures to follow in the event of a tenant's death.

Name: _____ Phone: _____
Address: _____
E-mail: _____

- G. The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain areas (see www.txdps.state.tx.us under on-line services). For information concerning past criminal activity in certain areas, contact the local police department.
- H. Landlord's insurance does not cover Tenant from loss of personal property. Landlord recommends that Tenant obtain insurance for casualties such as fire, flood, water damage, and theft. Tenant represents that Tenant intends does not intend to purchase such insurance.
- I. Landlord's broker, Zapp Rentals
 will will not act as the property manager for landlord.
- J. This lease is negotiable between the parties. This lease is binding upon final acceptance. READ IT CAREFULLY. If you do not understand the effect of this lease, consult your attorney BEFORE signing.
- K. This lease should not be used in conjunction with executory contracts of any type, such as contracts for deed, leases with options to purchase, or lease options, without the advice of an attorney.

X Ruby Jones 10-12-10
Landlord _____ Date
Woman Inc.

[Redacted Signature] 10-12-10
Tenant _____ Date

Landlord _____ Date

Tenant _____ Date

Or signed for Landlord under written property management agreement or power of attorney:

Tenant _____ Date

By: _____ Date

Tenant _____ Date

Printed Name: _____

Firm Name: _____

Broker's License No.: _____

Voucher
Housing Choice Voucher Program

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB No. 2577-0169
(exp. 9/30/2012)

Public Reporting Burden for this collection of information is estimated to average 0.05 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection. This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family members' names is mandatory. The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family voucher issuance.

Please read entire document before completing form Fill in all blanks below. Type or print clearly.		Voucher Number
1. Insert unit size in number of bedrooms. (This is the number of bedrooms for which the Family qualifies, and is used in determining the amount of assistance to be paid on behalf of the Family to the owner.)	1. Unit Size	3
2. Date Voucher Issued (mm/dd/yyyy) Insert actual date the Voucher is issued to the Family.	2. Issue Date (mm/dd/yyyy)	08/16/2011
3. Date Voucher Expires (mm/dd/yyyy) Insert date sixty days after date Voucher is issued. (See Section 6 of this form.)	3. Expiration Date (mm/dd/yyyy)	10/15/2011
4. Date Extension Expires (if applicable)(mm/dd/yyyy) (See Section 6. of this form)	4. Date Extension Expires (mm/dd/yyyy)	
5. Name of Family Representative 	6. Signature of Family Representative 	Date Signed (mm/dd/yyyy) 8-16-11
7. Name of Public Housing Agency (PHA) Galveston Housing Authority		
8. Name and Title of PHA Official Hernita Johnson	9. Signature of PHA Official 	Date Signed (mm/dd/yyyy) 8/16/11

1. Housing Choice Voucher Program

- A. The public housing agency (PHA) has determined that the above named family (item 5) is eligible to participate in the housing choice voucher program. Under this program, the family chooses a decent, safe and sanitary unit to live in. If the owner agrees to lease the unit to the family under the housing choice voucher program, and if the PHA approves the unit, the PHA will enter into a housing assistance payments (HAP) contract with the owner to make monthly payments to the owner to help the family pay the rent.
- B. The PHA determines the amount of the monthly housing assistance payment to be paid to the owner. Generally, the monthly housing assistance payment by the PHA is the difference between the applicable payment standard and 30 percent of monthly adjusted family income. In determining the maximum initial housing assistance payment for the family, the PHA will use the payment standard in effect on the date the tenancy is approved by the PHA. The family may choose to rent a unit for more than the payment standard, but this choice does not change the amount of the PHA's assistance payment. The actual amount of the PHA's assistance payment will be determined using the gross rent for the unit selected by the family.

2. Voucher

- A. When issuing this voucher the PHA expects that if the family finds an approvable unit, the PHA will have the money available to enter into a HAP contract with the owner. However, the PHA is under no obligation to the family, to any owner, or to any other person, to approve a tenancy. The PHA does not have any liability to any party by the issuance of this voucher.
- B. The voucher does not give the family any right to participate in the PHA's housing choice voucher program. The family becomes a participant in the PHA's housing choice voucher program when the HAP contract between the PHA and the owner takes effect.
- C. During the initial or any extended term of this voucher, the PHA may require the family to report progress in leasing a unit at such intervals and times as determined by the PHA.

GALVESTON HOUSING AUTHORITY

Declaration of U.S. Citizenship or
Noncitizen with Eligible Immigration Status

I, [REDACTED], certify, under penalty of
perjury, that, to the best of my knowledge, I am lawfully within the United States because

Please check the appropriate line:

- I am a citizen, naturalized citizen or national of the United States; or
- I have an eligible immigration status and I am 62 years of age or older. Attach evidence of proof of age (only persons assisted as of 6/19/95 can qualify in this category); or
- I have eligible immigration status as checked below (see attachment for explanations). Attach INS document (s) evidencing eligible immigration status and signed verification consent form.++
- Immigrant status under Section 101 (a) (15) or 101 (a) (20) of the INA
- Permanent residence under Section 249 or INA
- Refugee, asylum, or conditional entry status under Section 207, 209 or 203 of the INA
- Parole status under Section 212 (d) (5) of the INA
- Threat of life or freedom under Section 243 (h) of the INA
- Amnesty under Section 245A of the INA

6-21-11
Date

[REDACTED]
Signature

Check box if an adult is signing for a minor.

1/Warning: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

Residential Lease concerning: 1104 53 ST. #
DALVESTON, TX 77550

2011 Landlord's insurance does not cover Tenant from loss of personal property. Landlord recommends that Tenant obtain insurance for casualties such as fire, flood, water damage, and theft. Tenant represents that Tenant intends does not intend to purchase such insurance.

H. Landlord's broker, ZAPP MANAGEMENT CO., INC.
 will will not act as the property manager for landlord.

I. This lease is negotiable between the parties. This lease is binding upon final acceptance. READ IT CAREFULLY. If you do not understand the effect of this lease, consult your attorney BEFORE signing.

Ruby Jones 3-1-2011
 Landlord Date
 WOMAN INC.

[Redacted Signature] 3-1-2011
 Tenant Date

Landlord Date

Tenant Date

Or signed for Landlord under written property management agreement or power of attorney:

Tenant Date

By: _____
 Date

Printed Name: _____

Firm Name: _____

Questionable
lease

Index

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12. Owner's Certifications.

a. The program regulation requires the PHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units. Owners of projects with more than 4 units must complete the following section for most recently leased comparable unassisted units within the premises.

c. Check one of the following:

Lead-based paint disclosure requirements do not apply because property was built on or after January 1, 1978.

The unit, common areas servicing the unit, and exterior paint surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.

A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit or common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

13. The PHA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's own responsibility.

14. The owner's lease must include word-for-word all provisions of the HUD tenancy addendum.

15. The PHA will arrange for inspection of the unit and will notify the owner and family as to whether or not the unit will be approved.

	Address and unit number	Date Rented	Rental Amount
1.	3104-53rd St. #440-B Gal. Tx. 77551	02-25-2011	\$1,400.00
2.			
3.			

b. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving leasing of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

Print or Type Name of Owner/Owner Representative RUBY JONES		Print or Type Name of Household Head [REDACTED]	
Signature <i>Ruby Jones</i>		Signature (Household Head) [REDACTED]	
Business Address 3104-53rd #440-B Gal. Tex.		Present Address of Family (street address, apartment no., city, State, & zip code) 3104 53rd Galveston, TX 77551	
Telephone Number 409-741-9098	Date (mm/dd/yyyy) 02-28-11	Telephone Number [REDACTED]	Date (mm/dd/yyyy) 03-01-2011

Residential Lease concerning: _____

- D. Unpaid rent and any unpaid amount under this lease are reportable to credit reporting agencies.
- E. Landlord is not obligated to respond to any requests for Tenant's rental and payment history from a mortgage company or other prospective landlord until Tenant has given notice of termination of this lease and Tenant is not in breach of this lease. (Notice: Landlord or Landlord's agent may charge a reasonable fee for processing such information.)
- F. If all occupants over 18 years of age die during this lease, Landlord may: (i) permit the person named below to access the Property at reasonable times in Landlord's or Landlord's agent's presence; (ii) permit the named person to remove Tenant's personal property; and (iii) refund the security deposit, less deductions, to the named person. Section 92.014, Property Code governs procedures to follow in the event of a tenant's death.

Name: _____ Phone: _____
 Address: _____
 E-mail: _____

- G. The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain areas (see www.txdps.state.tx.us under on-line services). For information concerning past criminal activity in certain areas, contact the local police department.
- H. Landlord's insurance does not cover Tenant from loss of personal property. Landlord recommends that Tenant obtain insurance for casualties such as fire, flood, water damage, and theft. Tenant represents that Tenant intends does not intend to purchase such insurance.
- I. Landlord's broker, Zapp Rentals, will will not act as the property manager for landlord.
- J. This lease is negotiable between the parties. This lease is binding upon final acceptance. READ IT CAREFULLY. If you do not understand the effect of this lease, consult your attorney BEFORE signing.
- K. This lease should not be used in conjunction with executory contracts of any type, such as contracts for deed, leases with options to purchase, or lease options, without the advice of an attorney.

Ruby Jones 8/16/10
 Landlord Date
 Woman Inc

[Redacted] 08-26-2010
 Tenant Date

 Landlord Date

 Date

Or signed for Landlord under written property management agreement or power of attorney:

By: _____
 Date

Printed Name: _____

Firm Name: _____

Broker's License No.: _____

Questionable
 lease

 Date

 Date

SECTION 8 ELIGIBILITY APPLICATION FORM
Galveston Housing Authority

Authorizations, Representations and Certifications

I do hereby authorize Galveston Housing Authority to obtain a "consumer report" as defined in the Fair Credit Reporting Act, 15 U.S.C Sec. 1681a(d), seeking information on the credit worthiness, credit standing, credit capacity, general reputation, or mode of living of applicants.

I understand that any misrepresentation of information or failure to disclose information requested on this application may disqualify me from consideration for admission or participation, and may be grounds for eviction or termination of assistance.

WARNING: Title 18, section 1001 of the U.S. Code, states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any Department or Agency of the U.S. or the Department of Housing and Urban Development.

NOTICE: Any attempt to obtain Housing, any rent subsidy or rent reduction by false information, impersonation, failure to disclose or other fraud, and any act of assistance to such attempt is a crime.

If either Head or spouse is not present, why?

I DO HEREBY CERTIFY THAT I HAVE REVIEWED ALL ANSWERS AND CERTIFICATIONS WITH APPLICANT PRIOR TO SIGNATURES. GHA. Representative initial here: _____

[Signature]
GHA Representative

10/18/10
Date

[Redacted Signature]
Signature of Head of Household

08-18-2010
Date

Signature of spouse or other adult

Date

Signature of other adult

Date

Signature of other adult

Date

THIS FORM MUST CONTAIN THE APPLICANT'S SIGNATURE IN ORDER TO BE VALID.

April
21, 2011

My name is [REDACTED] and

I am indicating that the lease
on file isn't my signature!

Someone ~~used~~ ^{forged} my signature;

I asked for a copy of my lease for

my son's school and she told

me she had to look for it and

gave me a move in form; not
my lease.

Questionable
lease
and statement
from
tenant

BEACON PLACE
TRANSITIONAL HOUSING
RUBY JONES
PROGRAM CASE MANAGER
3104 53 RD STREET GALVESTON, TEXAS 77551
8741 9098 OFFICE
8741 9540 FAX
ZACONPLACE_JONES@YAHOO.COM



VERIFY-IN FORM

BEACON PLACE TRANSITIONAL HOUSING PROGRAM
3104 53rd Street
Galveston, TX 77550

CLIENT NAME: [REDACTED]

LOCATION: 3104 53rd

CITY: Galveston STATE: TX ZIP: 77550

This letter verifies that Ms. [REDACTED] and her

children have been approved as tenants at BEACON PLACE Transitional Program. The rent for this month is \$ 25.00 and a deposit of \$200^B is 250.00

required. The tenant has agreed to pay \$ 250.00 of the deposit at the signing of the lease agreement and understands that the balance is to be paid in no more than 2 consecutive payments. It is also understood that the tenant will make all rent/deposit checks or money orders payable to RAPP

Management Company.

[REDACTED SIGNATURE]

Ruby Jones
Signature of Program Representative

Date: 3/17/11

Date: 3/17/11

All Bills Paid (AS)

3104 53rd Street, Unit #
Galveston, TX 77551

Residential Lease concerning: _____

- D. Unpaid rent and any unpaid amount under this lease are reportable to credit reporting agencies.
- E. Landlord is not obligated to respond to any requests for Tenant's rental and payment history from a mortgage company or other prospective landlord until Tenant has given notice of termination of this lease and Tenant is not in breach of this lease. (Notice: Landlord or Landlord's agent may charge a reasonable fee for processing such information.)
- F. If all occupants over 18 years of age die during this lease, Landlord may: (i) permit the person named below to access the Property at reasonable times in Landlord's or Landlord's agent's presence; (ii) permit the named person to remove Tenant's personal property; and (iii) refund the security deposit, less deductions, to the named person. Section 92.014, Property Code governs procedures to follow in the event of a tenant's death.

Name: _____ Phone: _____
 Address: _____
 E-mail: _____

- G. The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain areas (see www.txdps.state.tx.us under on-line services). For information concerning past criminal activity in certain areas, contact the local police department.
- H. Landlord's insurance does not cover Tenant from loss of personal property. Landlord recommends that Tenant obtain insurance for casualties such as fire, flood, water damage, and theft. Tenant represents that Tenant intends does not intend to purchase such insurance.
- I. Landlord's broker, Zapp Rentals
 will will not act as the property manager for landlord.
- J. This lease is negotiable between the parties. This lease is binding upon final acceptance. READ IT CAREFULLY. If you do not understand the effect of this lease, consult your attorney BEFORE signing.
- K. This lease should not be used in conjunction with executory contracts of any type, such as contracts for deed, leases with options to purchase, or lease options, without the advice of an attorney.

Riley Jones 3/24/11

 Landlord Date

[Redacted Signature] 3/24/11

 Tenant Date

 Landlord Date

 Tenant Date

Or signed for Landlord under written property management agreement or power of attorney:

By: _____

 Date

 Tenant Date

Printed Name: _____

 Tenant Date

Firm Name: _____

Broker's License No.: _____

TEXAS ASSOCIATION OF REALTORS®
ADDENDUM REGARDING LEAD-BASED PAINT

For use in the lease of residential property built before 1978.

ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT 3104 53 ST. , GALVESTON, TX 77550

A. LEAD WARNING STATEMENT: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors (landlords) must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees (tenants) must also receive a federally approved pamphlet on lead poisoning prevention.

B. DISCLOSURE:

(1) Presence of lead-based paint and/or lead-based paint hazards. (Check (a) or (b)).

(a) Landlord knows of the following lead-based paint and/or lead-based paint hazards in the Property:

(b) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the Property.

(2) Records and reports available to Landlord. (Check (a) or (b)).

(a) Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property which are listed here:

(b) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

TENANT'S ACKNOWLEDGEMENT:

- (1) Tenant has received copies of all information listed in Paragraph B.
- (2) Tenant has received the pamphlet entitled Protect Your Family from Lead in Your Home.

D. AGENTS' NOTICE TO LANDLORD AND ACKNOWLEDGEMENT:

- (1) The brokers and agents to the lease notify Landlord that Landlord must: (a) provide Tenant with the EPA-approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazard in the Property; (d) deliver all records and reports to Tenant pertaining lead-based paint and/or lead-based paint hazards in the Property; and (e) retain a copy of this addendum for at least 3 years.
- (2) The brokers and agents to the lease have advised Landlord of Landlord's obligations under 42 U.S.C. 4852d and are aware of his/her responsibility to ensure compliance.

E. CERTIFICATION OF ACCURACY: The undersigned have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and correct.

Ruby Jones 3/28/11
 Landlord Date
 WOMAN INC.

[Redacted Signature] 3/24/11
 Tenant Date

 Landlord Date

 Tenant Date

 Listing Broker/Agent or Property Manager Date

 Tenant Date

 Other Broker/Agent Date

 Tenant Date

Residential Lease concerning: [Redacted] 3104 53rd Street, Unit # 442.B
Galveston, TX 77551

- D. Unpaid rent and any unpaid amount under this lease are reportable to credit reporting agencies.
- E. Landlord is not obligated to respond to any requests for Tenant's rental and payment history from a mortgage company or other prospective landlord until Tenant has given notice of termination of this lease and Tenant is not in breach of this lease. (Notice: Landlord or Landlord's agent may charge a reasonable fee for processing such information.)
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Name: _____ Phone: _____
Address: _____
E-mail: _____

- G. The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain areas (see www.txdps.state.tx.us under on-line services). For information concerning past criminal activity in certain areas, contact the local police department.
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- J. This lease is negotiable between the parties. This lease is binding upon final acceptance. READ IT CAREFULLY. If you do not understand the effect of this lease, consult your attorney BEFORE signing.
- K. This lease should not be used in conjunction with executory contracts of any type, such as contracts for deed, leases with options to purchase, or lease options, without the advice of an attorney.

Landlord _____ Date _____
Woman Inc

Tenant _____ Date _____

Landlord _____ Date _____

Tenant _____ Date _____

Or signed for Landlord under written property management agreement or power of attorney:

Tenant _____ Date _____

By: _____ Date _____

Tenant _____ Date _____

Printed Name: _____

Firm Name: _____

Broker's License No.: _____



TEXAS ASSOCIATION OF REALTORS®
RESIDENTIAL LEASE

RECEIVED

2011 APR 20 AM 8:50

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2010

1. PARTIES: The parties to this lease are:

the owner of the Property, Landlord: Woman Inc
; and
Tenant(s): [REDACTED]

2. PROPERTY: Landlord leases to Tenant the following real property:

Address: 3104 53rd Street, Unit #442-B, Galveston, TX 77551
legally described as: 3104 53rd St.

in Galveston County, Texas, together with the following non-real-property items: Stove, Refrigerator & Dishwasher

The real property and the non-real-property are collectively called the "Property".

3. TERM:

A. Primary Term: The primary term of this lease begins and ends as follows:

Commencement Date: March 21 - 2011 Expiration Date: March 21 - 2012

B. Delay of Occupancy: Tenant must occupy the Property within 5 days after the Commencement Date. If Tenant is unable to occupy the Property by the 5th day after the Commencement Date because of construction on the Property or a prior tenant's holding over of the Property, Tenant may terminate this lease by giving written notice to Landlord before the Property becomes available to be occupied by Tenant, and Landlord will refund to Tenant the security deposit and any rent paid. Landlord will abate rent on a daily basis for a delay caused by construction or a prior tenant's holding over. This paragraph does not apply to any delay in occupancy caused by cleaning, repairs, or make-ready items.

4. AUTOMATIC RENEWAL AND NOTICE OF TERMINATION:

A. This lease automatically renews on a month-to-month basis unless Landlord or Tenant provides the other party written notice of termination not less than: (Check only one box.)

- (1) 30 days before the Expiration Date.
- (2) _____ days before the Expiration Date.

B. If this lease automatically renews on a month-to-month basis, it will continue to renew on a month-to-month basis until either party provides written notice of termination to the other party and the notice of termination will be effective: (Check only one box.)

- (1) on the last day of the month following the month in which the notice is given. Landlord is not obligated to prorate rent even if Tenant surrenders the Property before the termination date.
- (2) on the date designated in the notice but not sooner than 30 days after the notice is given and, if necessary, rent will be prorated on a daily basis.

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Zapp Realty 4204 Ave S Galveston, TX 77550
Phone: 409.740.1066 Fax: .

Michael Jensen

C. Oral notice of termination is not sufficient under any circumstances. Time is of the essence for providing notice of termination (strict compliance with dates by which notice must be provided is required). The date on which rent is due does not apply to the requirement for providing written notice of termination. If a box is not checked under Paragraph 4A, Paragraph 4A(1) will apply. If a box is not checked under Paragraph 4B, Paragraph 4B(1) will apply.

5. RENT:

A. Monthly Rent: Tenant will pay Landlord monthly rent in the amount of \$ _____ for each full month during this lease. The first full month's rent is due and payable not later than _____. Thereafter, Tenant will pay the monthly rent so that Landlord receives the monthly rent on or before:

- (1) the first day of each month during this lease.
 - (2) _____
- Weekends, holidays, and mail delays do not excuse Tenant's obligation to timely pay rent.

B. Prorated Rent: On or before _____ Tenant will pay Landlord \$ _____ as prorated rent from the Commencement Date through the last day of the month in which this lease begins.

C. Place of Payment: Unless this lease provides otherwise, Tenant will remit all amounts due to Landlord under this lease to the following person or entity at the place stated and make all payments payable to the named person or entity. Landlord may later designate, in writing, another person or place to which Tenant must remit amounts due under this lease.

Name: Beacon Place Community Center
Address: 3104 53rd Street
Galveston, Tx 77551
Notice: Place the Property address and Tenant's name on all payments.

D. Method of Payment:

- (1) Tenant must pay all rent timely and without demand, deduction, or offset, except as permitted by law or this lease.
- (2) Time is of the essence for the payment of rent (strict compliance with rental due dates is required).
- (3) Unless the parties agree otherwise, Tenant may not pay rent in cash and will pay all rent by check, cashier's check, money order, or other means acceptable to Landlord.
- (4) Landlord requires does not require Tenant(s) to pay monthly rents by one payment.
- (5) If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is not honored by the institution on which it was drawn, Landlord may require Tenant to pay such amount and any subsequent amounts under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.

* E. Rent Increases: There will be no rent increases through the primary term. Landlord may increase the rent that will be paid during any month-to-month renewal period by providing at least 30 days written notice to Tenant.

6. LATE CHARGES:

A. If Landlord does not actually receive a rent payment in the full amount at the designated place of payment by the 3rd day of each month at 11:59pm, Tenant will pay Landlord for each late payment:
(1) an initial late charge equal to (check one box only): (a) \$ 25.00 ; or (b) _____ % of one month's rent; and
(2) additional late charges of \$ 5.00 per day thereafter until rent and late charges are paid in full.
Additional late charges for any one payment may not exceed more than 30 days.

Notice: §92.019, Property Code prohibits assessing a late fee until rent has remained unpaid for at least one full day after the date on which the rent is due.

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B. For the purposes of paying rent and any late charges, the mailbox is not the agent for receipt for Landlord (the postmark date is not the date Landlord receives the payment). The parties agree that the late charge is based on a reasonable estimate of uncertain damages to the Landlord that are incapable of precise calculation and result from late payment of rent. Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 27.

7. **RETURNED PAYMENT:** Tenant will pay Landlord \$ 35.00 for each payment Tenant tenders to Landlord which is returned or not honored by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment. Tenant must make any returned payment good by paying such amount(s) plus any associated charges in certified funds.

8. **APPLICATION OF FUNDS:** Regardless of any notation on a payment, Landlord may apply funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to, late charges, returned payment charges, repairs, brokerage fees, periodic utilities, pet charges, and then to rent.

9. **PETS:**

A. Unless the parties agree otherwise in writing, Tenant may not permit, even temporarily, any pet on the Property (including but not limited to any mammal, reptile, bird, fish, rodent, or insect).

B. If Tenant violates this Paragraph 9 or any agreement to keep a pet on the Property, Landlord may take all or any of the following action:

- (1) declare Tenant to be in default of this lease and exercise Landlord's remedies under Paragraph 27;
- (2) charge Tenant, as additional rent, an initial amount of \$ 200.00 and \$ 10.00 per day thereafter per pet for each day Tenant violates the pet restrictions;
- (3) remove or cause to be removed any unauthorized pet and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenant of Landlord's intention to remove the unauthorized pet; and
- (4) charge to Tenant the Landlord's cost to:
 - (a) remove any unauthorized pet;
 - (b) exterminate the Property for fleas and other insects;
 - (c) clean and deodorize the Property's carpets and drapes; and
 - (d) repair any damage to the Property caused by the unauthorized pet.

C. When taking any action under Paragraph 9B Landlord will not be liable for any harm, injury, death, or sickness to any pet.

10. **SECURITY DEPOSIT:**

A. **Security Deposit:** On or before execution of this lease, Tenant will pay a security deposit to Landlord in the amount of \$ 1,000.00. "Security deposit" has the meaning assigned to that term in §92.102, Property Code.

B. **Interest:** No interest or income will be paid to Tenant on the security deposit. Landlord may place the security deposit in an interest-bearing or income-producing account and any interest or income earned will be paid to Landlord or Landlord's representative.

C. **Refund:** Tenant must give Landlord at least thirty (30) days written notice of surrender before Landlord is obligated to refund or account for the security deposit.

Notices about Security Deposits:

(1) **§92.108, Property Code** provides that a tenant may not withhold payment of any portion of the last month's rent on grounds that the security deposit is security for unpaid rent.

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- (2) Bad faith violations of §92.108 may subject a tenant to liability up to 3 times the rent wrongfully withheld and the landlord's reasonable attorney's fees.
- (3) The Property Code does not obligate a landlord to return or account for the security deposit until the tenant surrenders the Property and gives the landlord a written statement of the tenant's forwarding address, after which the landlord has 30 days in which to account.
- (4) "Surrender" is defined in Paragraph 16 of this lease.
- (5) One may view the Texas Property Code at the Texas Legislature's website which, as of the date shown in the lower left-hand corner of this form, is <http://www.statutes.legis.state.tx.us/>.

D. Deductions:

- (1) Landlord may deduct reasonable charges from the security deposit for:
 - (a) damages to the Property, excluding normal wear and tear, and all reasonable costs associated to repair the Property;
 - (b) costs for which Tenant is responsible to clean, deodorize, exterminate, and maintain the Property;
 - (c) unpaid or accelerated rent;
 - (d) unpaid late charges;
 - (e) unpaid utilities and utility expenses Landlord incurs to maintain utilities to the Property as required by this Lease;
 - (f) unpaid pet charges;
 - (g) replacing unreturned keys, garage door openers, security devices, or other components;
 - (h) the removal of unauthorized locks or fixtures installed by Tenant;
 - (i) Landlord's cost to access the Property if made inaccessible by Tenant;
 - (j) missing or burned-out light bulbs and fluorescent tubes (at the same location and of the same type and quality that are in the Property on the Commencement Date);
 - (k) packing, removing, and storing abandoned property;
 - (l) removing abandoned or illegally parked vehicles;
 - (m) costs of reletting (as defined in Paragraph 27), if Tenant is in default;
 - (n) attorney's fees, costs of court, costs of service, and other reasonable costs incurred in any legal proceeding against Tenant;
 - (o) mailing costs associated with sending notices to Tenant for any violations of this lease;
 - (p) any other unpaid charges or fees or other items for which Tenant is responsible under this lease; and
 - (q) cost to restore walls, flooring, landscaping or any alteration to the Property not approved in writing by Landlord.

(2) If deductions exceed the security deposit, Tenant will pay to Landlord the excess within 10 days after Landlord makes written demand.

11. UTILITIES:

A. Tenant will pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Property (for example, electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, cable and internet connections) except the following which Landlord will pay: ALL UTILITIES

Unless otherwise agreed, amounts under this paragraph are payable directly to the service providers.

B. Unless provided by Landlord, Tenant must, at a minimum, keep the following utilities on, if available, at all times this lease is in effect: gas; electricity; water; wastewater; and garbage services.

Notice: Before signing this lease, Tenant should determine if all necessary utilities are available to the Property and are adequate for Tenant's use.

12. USE AND OCCUPANCY:

- A. **Occupants:** Tenant may use the Property as a private residence only. The only persons Tenant may permit to reside on the Property during the term of this lease are (include names and ages of all occupants): DAVID DALE MURRETT - 46 yrs CAROLYN MURRETT - 44 yrs
REGINA FOSTER - 14 yr DENIZIAN FOSTER - 24 yrs
- B. **Phone Numbers and E-mail:** Tenant must promptly inform Landlord of any changes in Tenant's phone numbers (home, work, and mobile) and e-mail not later than 5 days after a change.
- C. **HOA Rules:** Tenant must comply with any owners' association rules or restrictive covenants affecting the Property. Tenant will reimburse Landlord for any fines or other charges assessed against Landlord for violations by Tenant of any owners' association rule or restrictive covenant.
- D. **Prohibitions:** Unless otherwise authorized by this lease, Tenant may not install or permit any of the following on the Property, even temporarily: a spa, hot tub, above-ground pool, trampoline, or any item which causes a suspension or cancellation of insurance coverage or an increase in insurance premiums. Tenant may not permit any part of the Property to be used for: (1) any activity which is a nuisance, offensive, noisy, or dangerous; (2) the repair of any vehicle; (3) any business of any type, including but not limited to child care; (4) any activity which violates any zoning ordinance, owners' association rule, or restrictive covenant; (5) any illegal or unlawful activity; or (6) activity that obstructs, interferes with, or infringes on the rights of other persons near the Property.
- E. **Guests:** Tenant may not permit any guest to stay on the Property longer than the amount of time permitted by any owners' association rule or restrictive covenant or 3 days without Landlord's written permission, whichever is less.
- F. **Common Areas:** Landlord is not obligated to pay any non-mandatory or user fees for Tenant's use of any common areas or facilities (for example, pool or tennis courts).

13. **PARKING RULES:** Tenant may not permit more than 1 vehicles, including but not limited to automobiles, trucks, recreational vehicles, trailers, motorcycles, all-terrain vehicles, jet skis, and boats, on the Property unless authorized by Landlord in writing. Tenant may not park or permit any person to park any vehicles in the yard. Tenant may permit vehicles to be parked only in drives, garages, designated common parking areas, or in the street if not prohibited by law or an owners' association. Tenant may not store or permit any person to store any vehicles on or adjacent to the Property or on the street in front of the Property. In accordance with applicable state and local laws, Landlord may have towed, at Tenant's expense: (a) any inoperative vehicle on or adjacent to the Property; (b) any vehicle parked in violation of this paragraph or any additional parking rules made part of this lease; or (c) any vehicle parked in violation of any law, local ordinance, or owners' association rule.

14. ACCESS BY LANDLORD:

- A. **Advertising:** Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Property during the term of this lease or any renewal period. Landlord or Landlord's contractor may take interior or exterior photographs or images of the Property and use the photographs or images in any advertisements to lease or sell the Property.
- B. **Access:** Before accessing the Property, Landlord or anyone authorized by Landlord will attempt to first contact Tenant, but may enter the Property at reasonable times without notice to make repairs or to show the Property to prospective tenants or buyers, inspectors, fire marshals, lenders, appraisers, or insurance agents. Additionally, Landlord or anyone authorized by Landlord may peacefully enter the Property at reasonable times without first attempting to contact Tenant and without notice to: (1) survey or review the Property's condition and take photographs to document the condition; (2) make emergency repairs; (3) exercise a contractual or statutory lien; (4) leave written notices; or (5) seize nonexempt property if Tenant is in default.

- C. **Trip Charges:** If Landlord or Landlord's agents have made prior arrangements with Tenant to access the Property and are denied or are not able to access the Property because of Tenant's failure to make the Property accessible, Landlord may charge Tenant a trip charge of \$ 50.00.

- D. **Keybox:** A keybox is a locked container placed on the Property holding a key to the Property. The keybox is opened by a special combination, key, or programmed access device so that persons with the access device may enter the Property, even in Tenant's absence. The keybox is a convenience but involves risk (such as unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.
 - (1) Tenant authorizes Landlord, Landlord's property manager, and Landlord's broker to place on the Property a keybox containing a key to the Property:
 - (a) during the last _____ days of this lease or any renewal or extension; and
 - (b) at any time Landlord lists the Property for sale with a Texas licensed broker.

 - (2) Tenant may withdraw Tenant's authorization to place a keybox on the Property by providing written notice to Landlord and paying Landlord a fee of \$ _____ as consideration for the withdrawal. Landlord will remove the keybox within a reasonable time after receipt of the notice of withdrawal and payment of the required fee. Removal of the keybox does not alleviate Tenant's obligation to make the Property available for showings as indicated in Paragraph 14B.

 - (3) If Landlord or Landlord's agents have notified Tenant of their intent to access the Property to show it to prospects and are denied or are not able to access the Property because of Tenant's failure to make the Property accessible, Landlord may charge Tenant a trip charge of \$ _____.

 - (4) Landlord, the property manager, and Landlord's broker are not responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses arising from use of the keybox unless caused by Landlord, the property manager, or Landlord's broker.

15. MOVE-IN CONDITION:

- A. Landlord makes no express or implied warranties as to the Property's condition. Tenant has inspected the Property and accepts it **AS-IS** provided that Landlord: _____

- B. Tenant will complete an Inventory and Condition Form, noting any damages to the Property, and deliver it to Landlord within 7 days after the Commencement Date. If Tenant fails to timely deliver the Inventory and Condition Form, the Property will be deemed to be free of damages, unless otherwise expressed in this lease. The Inventory and Condition Form is not a request for repairs. Tenant must direct all requests for repairs in compliance with Paragraph 18.

16. MOVE-OUT:

- A. **Move-Out Condition:** When this lease ends, Tenant will surrender the Property in the same condition as when received, normal wear and tear excepted. Tenant will leave the Property in a clean condition free of all trash, debris, and any personal property. Tenant may not abandon the Property.

B. Definitions:

- (1) "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- (2) "Surrender" occurs when all occupants have vacated the Property, in Landlord's reasonable judgment, and one of the following events occurs:
 - (a) the date Tenant specifies as the move-out or termination date in a written notice to Landlord has passed; or
 - (b) Tenant returns keys and access devices that Landlord provided to Tenant under this lease.
- (3) "Abandonment" occurs when all of the following occur:
 - (a) all occupants have vacated the Property, in Landlord's reasonable judgment;
 - (b) Tenant is in breach of this lease by not timely paying rent; and
 - (c) Landlord has delivered written notice to Tenant, by affixing it to the inside of the main entry door or if the Landlord is prevented from entering the Property by affixing it to the outside of the main entry door, stating that Landlord considers the Property abandoned, and Tenant fails to respond to the affixed notice by the time required in the notice, which will not be less than 2 days from the date the notice is affixed to the main entry door.

C. Personal Property Left After Move-Out:

- (1) If Tenant leaves any personal property in the Property after surrendering or abandoning the Property Landlord may:
 - (a) dispose of such personal property in the trash or a landfill;
 - (b) give such personal property to a charitable organization; or
 - (c) store and sell such personal property by following procedures in §54.045(b)-(e), Property Code.
- (2) Tenant must reimburse Landlord all Landlord's reasonable costs under Paragraph 16C(1) for packing, removing, storing, and selling the personal property left in the Property after surrender or abandonment.

17. PROPERTY MAINTENANCE:

A. Tenant's General Responsibilities: Tenant, at Tenant's expense, must:

- (1) keep the Property clean and sanitary;
- (2) promptly dispose of all garbage in appropriate receptacles;
- (3) supply and change heating and air conditioning filters at least once a month;
- (4) supply and replace all light bulbs, fluorescent tubes, and batteries for smoke detectors, carbon monoxide detectors, garage door openers, ceiling fan remotes, and other devices (of the same type and quality that are in the Property on the Commencement Date);
- (5) maintain appropriate levels of necessary chemicals or matter in any water softener;
- (6) take action to promptly eliminate any dangerous condition on the Property;
- (7) take all necessary precautions to prevent broken water pipes due to freezing or other causes;
- (8) replace any lost or misplaced keys;
- (9) pay any periodic, preventive, or additional extermination costs desired by Tenant;
- (10) remove any standing water;
- (11) know the location and operation of the main water cut-off valve and all electric breakers and how to switch the valve or breakers off at appropriate times to mitigate any potential damage;
- (12) water the foundation of the Property at reasonable and appropriate times; and
- (13) promptly notify Landlord, in writing, of all needed repairs.

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B. Yard Maintenance:

- (1) "Yard" means all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping, and other foliage on or encroaching on the Property or on any easement appurtenant to the Property, and does not include common areas maintained by an owners' association.
- (2) "Maintain the yard" means to perform activities such as, but not limited to: (a) mowing, fertilizing, and trimming the yard; (b) controlling pests in the yard; and (c) removing debris from the yard.
- (3) Unless prohibited by ordinance or other law, Tenant will water the yard at reasonable and appropriate times including but not limited to the following times: _____

_____. Other than watering, the yard will be maintained as follows:

- (a) Landlord, at Landlord's expense, will maintain the yard. Tenant will permit Landlord and Landlord's contractors reasonable access to the yard and will remove any pet from the yard at appropriate times.
- (b) Tenant, at Tenant's expense, will maintain the yard.
- (c) Tenant will maintain in effect a scheduled yard maintenance contract with: a contractor who regularly provides such service; _____

C. Pool/Spa Maintenance: Any pool or spa on the Property will be maintained according to a Pool/Spa Maintenance Addendum.

D. Prohibitions: If Tenant installs any fixtures on the Property, authorized or unauthorized, such as additional smoke detectors, locks, alarm systems, cables, satellite dishes, or other fixtures, such fixtures will become the property of the Landlord. Except as otherwise permitted by law, this lease, or in writing by Landlord, Tenant may not:

- (1) remove any part of the Property or any of Landlord's personal property from the Property;
- (2) remove, change, add, or rekey any lock;
- (3) make holes in the woodwork, floors, or walls, except that a reasonable number of small nails may be used to hang pictures in sheetrock and grooves in paneling;
- (4) permit any water furniture on the Property;
- (5) install additional phone or video cables, outlets, antennas, satellite receivers, or alarm systems;
- (6) alter, replace or remove flooring material, paint, or wallpaper;
- (7) install, change, or remove any: fixture, appliance, or non-real-property item listed in Paragraph 2;
- (8) keep or permit any hazardous material on the Property such as flammable or explosive materials;
- (9) keep or permit any material or item which causes any liability or fire and extended insurance coverage to be suspended or canceled or any premiums to be increased;
- (10) dispose of any environmentally detrimental substance (for example, motor oil or radiator fluid) on the Property; or
- (11) cause or allow any lien to be filed against any portion of the Property.

E. Failure to Maintain: If Tenant fails to comply with this Paragraph 17 or any Pool/Spa Maintenance Addendum, Landlord may, in addition to exercising Landlord's remedies under Paragraph 27, perform whatever action Tenant is obligated to perform and Tenant must immediately reimburse Landlord the reasonable expenses that Landlord incurs.

18. REPAIRS: (Notice: Subchapter B, Chapter 92, Property Code governs repair obligations).

A. Repair Requests: All requests for repairs must be in writing and delivered to Landlord. If Tenant is delinquent in rent at the time a repair notice is given, Landlord is not obligated to make the repair. In the event of an emergency related to the condition of the Property that materially affects the physical health or safety of an ordinary tenant, call: (409) 741-9098. Ordinarily, a repair to the heating and air conditioning system is not an emergency.

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B. NOTICE: If Landlord fails to repair a condition that materially affects the physical health or safety of an ordinary tenant as required by this lease or the Property Code, Tenant may be entitled to exercise remedies under §92.056 and §92.0561 of the Property Code. If Tenant follows the procedures under those sections, the following remedies may be available to Tenant: (1) terminate the lease and obtain an appropriate refund under §92.056(f); (2) have the condition repaired or remedied according to §92.0561; (3) deduct from the rent the cost of the repair or remedy according to §92.0561; and (4) obtain judicial remedies according to §92.0563. Do not exercise these remedies without consulting an attorney or carefully reviewing the procedures under the applicable sections. The Property Code presumes that 7 days is a reasonable period of time for the Landlord to make a diligent effort to repair a condition unless there are circumstances which establish that a different period of time is appropriate (such as the severity and nature of the condition and the availability of materials, labor, and utilities). Failure to strictly follow the procedures in the applicable sections may cause Tenant to be in default of the lease.

C. Completion of Repairs:

- (1) Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's permission. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of contractors, will be at Landlord's sole discretion.
- (2) Landlord is not obligated to complete a repair on a day other than a business day unless required to do so by the Property Code.

D. Payment of Repair Costs: Except as otherwise specified in this lease, Landlord will pay to repair or remedy conditions in the Property in need of repair if Tenant complies with the procedures for requesting repairs as described in this Paragraph 18.

- (1) Landlord will pay the entire cost to repair the following items not caused by Tenant or Tenant's negligence:
 - (a) heating and air conditioning systems;
 - (b) water heaters; or
 - (c) water penetration from structural defects.
- (2) Landlord will NOT pay to repair the following items unless caused by Landlord's negligence:
 - (a) conditions caused by Tenant, an Occupant, or any guest or invitee of Tenant;
 - (b) damage to doors, windows, and screens;
 - (c) damage from windows or doors left open;
 - (d) damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve the Property;
 - (e) items that are cosmetic in nature with no impact on the functionality or use of the item; and
 - (f) the following specific items or appliances: any Appliances or Items that have been deliberately damaged or misused by tenants.

E. Trip Charges: If a repair person is unable to access the Property after making arrangements with Tenant to complete the repair, Tenant will pay any trip charge the repair person may charge, which amount may be different from the amount stated in Paragraph 14C.

F. Advance Payments and Reimbursements: Landlord may require advance payment of repairs or payments under this Paragraph 18 for which Tenant is responsible. Tenant must promptly reimburse Landlord the amounts under this Paragraph 18 for which Tenant is responsible.



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19. SECURITY DEVICES AND EXTERIOR DOOR LOCKS:

- A. Subchapter D, Chapter 92, Property Code requires the Property to be equipped with certain types of locks and security devices. Landlord has rekeyed the security devices since the last occupant vacated the Property or will rekey the security devices within 7 days after Tenant moves in. "Security device" has the meaning assigned to that term in §92.151, Property Code.
- B. All notices or requests by Tenant for rekeying, changing, installing, repairing, or replacing security devices must be in writing. Installation of additional security devices or additional rekeying or replacement of security devices desired by Tenant will be paid by Tenant in advance and may be installed only by contractors authorized by Landlord.

20. SMOKE DETECTORS: Subchapter F, Chapter 92, Property Code requires the Property to be equipped with smoke detectors in certain locations. Requests for additional installation, inspection, or repair of smoke detectors must be in writing. Disconnecting or intentionally damaging a smoke detector or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under §92.2611, Property Code.

21. LIABILITY: Unless caused by Landlord, Landlord is not responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, environmental contaminants (for example, carbon monoxide, asbestos, radon, lead-based paint, mold, fungus, etc.), or other occurrences or casualty losses. Tenant will promptly reimburse Landlord for any loss, property damage, or cost of repairs or service to the Property caused by Tenant, Tenant's guests, any occupants, or any pets.

22. HOLDOVER: If Tenant fails to vacate the Property at the time this lease ends Tenant will pay Landlord rent for the holdover period and indemnify Landlord and prospective tenants for damages, including but not limited to lost rent, lodging expenses, costs of eviction, and attorneys' fees. Rent for any holdover period will be three (3) times the monthly rent, calculated on a daily basis, and will be immediately due and payable daily without notice or demand.

23. RESIDENTIAL LANDLORD'S LIEN: Landlord will have a lien for unpaid rent against all of Tenant's nonexempt personal property that is in the Property and may seize such nonexempt property if Tenant fails to pay rent. Subchapter C, Chapter 54, Property Code governs the rights and obligations of the parties regarding Landlord's lien. Landlord may collect a charge for packing, removing, or storing property seized in addition to any other amounts Landlord is entitled to receive. Landlord may sell or dispose of any seized property in accordance with the provisions of §54.045, Property Code.

24. SUBORDINATION: This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to: (i) any lien or encumbrance now or later placed on the Property by Landlord; (ii) all advances made under any such lien or encumbrance; (iii) the interest payable on any such lien or encumbrance; (iv) any and all renewals and extensions of any such lien or encumbrance; (v) any restrictive covenant; and (vi) the rights of any owners' association affecting the Property.

25. CASUALTY LOSS OR CONDEMNATION: Section 92.054, Property Code governs the rights and obligations of the parties regarding a casualty loss to the Property. Any proceeds, payment for damages, settlements, awards, or other sums paid because of a casualty loss to the Property will be Landlord's sole property. For the purpose of this lease, any condemnation of all or a part of the Property is a casualty loss.

26. SPECIAL PROVISIONS: (Do not insert a lease-option or lease-purchase clause without the assistance of legal counsel. Special obligations and liabilities under statute apply to such transactions.)

Zapp Rentals does not verify nor approve tenants applications nor write leases for Woman Inc.

Tenants are not to use the fireplaces. Tenants are not to use the wall heaters in the bathrooms. Tenants are not allowed to bring washers, dryers, any furniture, without written permission from Woman Inc.

The following Woman Inc Guidelines, Policies and Forms are attached to this Lease.

1. Transitional Program Guidelines.
2. Apartment Rules or Community Policies.
3. Move-Out cleaning instructions.
4. Notice of Intent to Move-Out form.
- 5.

27. DEFAULT:

- A. If Landlord fails to comply with this lease, Tenant may seek any relief provided by law.
- B. If Tenant fails to timely pay all amounts due under this lease or otherwise fails to comply with this lease, Tenant will be in default and:
 - (1) Landlord may terminate Tenant's right to occupy the Property by providing Tenant with at least one day written notice to vacate;
 - (2) all unpaid rents which are payable during the remainder of this lease or any renewal period will be accelerated without notice or demand;
 - (3) Landlord may exercise Landlord's lien under Paragraph 23 and any other rights under this lease or the Property Code; and
 - (4) Tenant will be liable for:
 - (a) any lost rent;
 - (b) Landlord's cost of reletting the Property including but not limited to leasing fees, advertising fees, utility charges, and other fees reasonably necessary to relet the Property;
 - (c) repairs to the Property for use beyond normal wear and tear;
 - (d) all Landlord's costs associated with eviction of Tenant, including but not limited to attorney's fees, court costs, costs of service, witness fees, and prejudgment interest;
 - (e) all Landlord's costs associated with collection of amounts due under this lease, including but not limited to collection fees, late charges, and returned check charges; and
 - (f) any other recovery to which Landlord may be entitled by law.
- C. Notice to vacate under Paragraph 27B(1) may be by any means permitted by §24.005, Property Code.
- D. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Property to acceptable tenants and reducing Tenant's liability accordingly.

28. EARLY TERMINATION: This lease begins on the Commencement Date and ends on the Expiration date unless: (i) renewed under Paragraph 4; (ii) extended by written agreement of the parties; or (iii) terminated earlier under Paragraph 27, by agreement of the parties, applicable law, or this Paragraph 28.

A. ~~Special Statutory Rights~~ Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence, military deployment or transfer, or certain sex offenses.

- (1) **Military:** If Tenant is or becomes a servicemember or a dependent of a servicemember, Tenant may terminate this lease by delivering to Landlord a written notice of termination and a copy of an appropriate government document providing evidence of: (a) entrance into military service; (b) military orders for a permanent change of station (PCS); or (c) military orders to deploy with a military unit for not less than 90 days. Termination is effective on the 30th day after the first date on which the next rental payment is due after the date on which the notice is delivered. Section 92.017, Property Code governs the rights and obligations of the parties under this paragraph.

(TAR-2001) 6-1-10 Tenants: _____, _____ & Landlord or Landlord's Representative: RS Page 11 of 14

- (2) **Family Violence:** Tenant may terminate this lease if Tenant provides Landlord with a copy of a court order described under §92.016, Property Code protecting Tenant or an occupant from family violence committed by a cotenant or occupant of the Property. Section 92.016, Property Code governs the rights and obligations of the parties under this paragraph. If the family violence is committed by someone other than a cotenant or co-occupant of the Property, Tenant must give written notice of termination 30 days prior to the effective date of the notice.
- (3) **Sex Offenses:** Tenant may have special statutory rights to terminate this lease in certain situations involving sexual assault or sexual abuse. For more information about the types of abuse and assault covered by this provision, Tenant is advised to review §92.0161, Property Code.

B. Assignment, Subletting and Replacement Tenants:

- (1) Tenant may not assign this lease or sublet the Property without Landlord's written consent.
- (2) If Tenant requests an early termination of this lease under this Paragraph 28B, Tenant may attempt to find a replacement tenant and may request Landlord to do the same. Landlord may, but is not obligated to, attempt to find a replacement tenant under this paragraph.
- (3) Any assignee, subtenant, or replacement tenant must, in Landlord's discretion, be acceptable as a tenant and must sign: (a) a new lease with terms not less favorable to Landlord than this lease or otherwise acceptable to Landlord; (b) a sublease with terms approved by Landlord; or (c) an assignment of this lease in a form approved by Landlord.
- (4) At the time Landlord agrees to permit an assignee, subtenant, or replacement tenant to occupy the Property, Tenant will pay Landlord:
 - (a) if Tenant procures the assignee, subtenant, or replacement tenant:
 - (i) \$ _____
 - (ii) _____ % of one's month rent that the assignee, subtenant, or replacement tenant is to pay.
 - (b) if Landlord procures the assignee, subtenant, or replacement tenant:
 - (i) \$ _____
 - (ii) _____ % of one's month rent that the assignee, subtenant, or replacement tenant is to pay.
- (5) Unless expressly stated otherwise in an assignment or sublease, Tenant will not be released from Tenant's obligations under this lease because of an assignment or sublease. An assignment of this lease or a sublease of this lease without Landlord's written consent is voidable by Landlord.

29. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, attorney's fees, costs of service, and all other costs of the legal proceeding from the non-prevailing party.

30. REPRESENTATIONS: Tenant's statements in this lease and any application for rental are material representations. Each party to this lease represents that he or she is of legal age to enter into a contract. If Tenant makes a misrepresentation in this lease or in an application for rental, Tenant is in default.

31. ADDENDA: Incorporated into this lease are the following addenda, exhibits and other information. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at Landlord's discretion, amend from time to time.

- | | |
|-------------------------------------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Addendum Regarding Lead-Based Paint | <input type="checkbox"/> Agreement Between Brokers |
| <input checked="" type="checkbox"/> Inventory & Condition Form | <input checked="" type="checkbox"/> Landlord's Rules & Regulations |
| <input type="checkbox"/> Landlord's Additional Parking Rules | <input type="checkbox"/> Owners' Association Rules |
| <input type="checkbox"/> Pet Agreement | <input type="checkbox"/> Pool/Spa Maintenance Addendum |
| <input type="checkbox"/> Protecting Your Home from Mold | <input type="checkbox"/> Residential Lease Application |
| <input type="checkbox"/> Agreement for Application Deposit & Hold | <input type="checkbox"/> Residential Lease Guaranty |
| <input type="checkbox"/> _____ | <input type="checkbox"/> _____ |
| <input type="checkbox"/> _____ | <input type="checkbox"/> _____ |

(TAR-2001) 6-1-10 Tenants: _____ & Landlord or Landlord's Representative: RS Page 12 of 14

Residential Lease concerning: _____

32. **NOTICES:** All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by electronic transmission to (Do not insert an e-mail address or a fax number unless the party consents to receive notices under this lease at the e-mail address or fax number specified.):

Tenant at the Property and a copy to:

3104 - 53rd St #442-B
GALVESTON, TEXAS 77551
E-mail: _____
Fax: _____

Landlord c/o:

Woman Inc
3104 53rd Street
Galveston, Tx 77551
E-mail: _____
Fax: _____

33. **AGREEMENT OF PARTIES:**

- A. **Entire Agreement:** There are no oral agreements between Landlord and Tenant. This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. **Binding Effect:** This lease is binding upon and inures to the benefit of the parties to this lease and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. **Joint and Several:** All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its extension, its renewal, or its termination is binding on all Tenants executing this lease.
- D. **Waiver:** Landlord's past delay, waiver, or non-enforcement of a rental due date or any other right will not be deemed to be a waiver of any other breach by Tenant or any other right in this lease.
- E. **Severable Clauses:** Should a court find any clause in this lease unenforceable, the remainder of this lease will not be affected and all other provisions in this lease will remain enforceable.
- F. **Controlling Law:** The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this lease.
- G. **Copyright:** If an active REALTOR® member of the Texas Association of REALTORS® or an active member of the State Bar of Texas does not negotiate this lease as a party or for one of the parties, either as a party's broker or attorney, this lease is voidable at will by Tenant.

34. **INFORMATION:**

- A. Future inquires about this lease, rental payments, and security deposits should be directed to the person listed for receipt of notices for Landlord under Paragraph 32.
- B. It is Tenant's responsibility to determine, before signing this lease, if: (i) all services (e.g., utilities, connections, schools, and transportation) are accessible to or from the Property; (ii) such services are sufficient for Tenant's needs and wishes; and (iii) Tenant is satisfied with the Property's condition.
- C. The brokers to this lease have no knowledge of whether Landlord is delinquent in the payment of any lien against the Property.



RS

SECTION 8 ELIGIBILITY APPLICATION FORM
Galveston Housing Authority

Authorizations, Representations and Certifications

I do hereby authorize Galveston Housing Authority to obtain a "consumer report" as defined in the Fair Credit Reporting Act, 15 U.S.C Sec. 1681a(d), seeking information on the credit worthiness, credit standing, credit capacity, general reputation, or mode of living of applicants.

I understand that any misrepresentation of information or failure to disclose information requested on this application may disqualify me from consideration for admission or participation, and may be grounds for eviction or termination of assistance.

WARNING: Title 18, section 1001 of the U.S. Code, states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any Department or Agency of the U.S. or the Department of Housing and Urban Development.

NOTICE: Any attempt to obtain Housing, any rent subsidy or rent reduction by false information, impersonation, failure to disclose or other fraud, and any act of assistance to such attempt is a crime.

If either Head or spouse is not present, why?

I DO HEREBY CERTIFY THAT I HAVE REVIEWED ALL ANSWERS AND CERTIFICATIONS WITH APPLICANT PRIOR TO SIGNATURES. GHA. Representative initial here: _____

GHA Representative

Date


Signature of Head of Household

11 / 18 / 11

Date

Signature of spouse or other adult

Date

Signature of other adult

Date

Signature of other adult

Date

THIS FORM MUST CONTAIN THE APPLICANT'S SIGNATURE IN ORDER TO BE VALID.

Voucher
Housing Choice Voucher Program

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB No. 2577-0169
(exp. 4/30/2014)

Public Reporting Burden for this collection of information is estimated to average 0.05 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection. This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family members' names is mandatory. The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family voucher issuance.

Please read entire document before completing form Fill in all blanks below. Type or print clearly.		Voucher Number 112070
1. Insert unit size in number of bedrooms. (This is the number of bedrooms for which the Family qualifies, and is used in determining the amount of assistance to be paid on behalf of the Family to the owner.)	1. Unit Size	3
2. Date Voucher Issued (mm/dd/yyyy) Insert actual date the Voucher is issued to the Family.	2. Issue Date (mm/dd/yyyy)	03/29/2012
3. Date Voucher Expires (mm/dd/yyyy) Insert date sixty days after date Voucher is issued. (See Section 6 of this form.)	3. Expiration Date (mm/dd/yyyy)	05/28/2012
4. Date Extension Expires (if applicable)(mm/dd/yyyy) (See Section 6. of this form)	4. Date Extension Expires (mm/dd/yyyy)	
5. Name of Family Representative [Redacted]	6. Signature of Family Representative [Redacted]	Date Signed (mm/dd/yyyy) 3/29/12
7. Name of Public Housing Agency (PHA) Galveston Housing Authority		
8. Name and Title of PHA Official Hernita Johnson	9. Signature of PHA Official [Signature]	Date Signed (mm/dd/yyyy) 3/29/12

I. Housing Choice Voucher Program

- A. The public housing agency (PHA) has determined that the above named family (item 5) is eligible to participate in the housing choice voucher program. Under this program, the family chooses a decent, safe and sanitary unit to live in. If the owner agrees to lease the unit to the family under the housing choice voucher program, and if the PHA approves the unit, the PHA will enter into a housing assistance payments (HAP) contract with the owner to make monthly payments to the owner to help the family pay the rent.
- B. The PHA determines the amount of the monthly housing assistance payment to be paid to the owner. Generally, the monthly housing assistance payment by the PHA is the difference between the applicable payment standard and 30 percent of monthly adjusted family income. In determining the maximum initial housing assistance payment for the family, the PHA will use the payment standard in effect on the date the tenancy is approved by the PHA. The family may choose to rent a unit for more than the payment standard, but this choice does not change the amount of the PHA's assistance payment. The actual amount of the PHA's assistance payment will be determined using the gross rent for the unit selected by the family.

2. Voucher

- A. When issuing this voucher the PHA expects that if the family finds an approvable unit, the PHA will have the money available to enter into a HAP contract with the owner. However, the PHA is under no obligation to the family, to any owner, or to any other person, to approve a tenancy. The PHA does not have any liability to any party by the issuance of this voucher.
- B. The voucher does not give the family any right to participate in the PHA's housing choice voucher program. The family becomes a participant in the PHA's housing choice voucher program when the HAP contract between the PHA and the owner takes effect.
- C. During the initial or any extended term of this voucher, the PHA may require the family to report progress in leasing a unit at such intervals and times as determined by the PHA.

TEXAS ASSOCIATION OF REALTORS®
ADDENDUM REGARDING LEAD-BASED PAINT

For use in the lease of residential property built before 1978.

ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT 3104 53 ST., GALVESTON, TX 77550

A. LEAD WARNING STATEMENT: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors (landlords) must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees (tenants) must also receive a federally approved pamphlet on lead poisoning prevention.

B. DISCLOSURE:

(1) Presence of lead-based paint and/or lead-based paint hazards. (Check (a) or (b)).

(a) Landlord knows of the following lead-based paint and/or lead-based paint hazards in the Property:

(b) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the Property.

(2) Records and reports available to Landlord. (Check (a) or (b)).

(a) Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property which are listed here:

(b) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

TENANT'S ACKNOWLEDGEMENT:

- (1) Tenant has received copies of all information listed in Paragraph B.
- (2) Tenant has received the pamphlet entitled Protect Your Family from Lead in Your Home.

D. AGENTS' NOTICE TO LANDLORD AND ACKNOWLEDGEMENT:

- (1) The brokers and agents to the lease notify Landlord that Landlord must: (a) provide Tenant with the EPA-approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazard in the Property; (d) deliver all records and reports to Tenant pertaining lead-based paint and/or lead-based paint hazards in the Property; and (e) retain a copy of this addendum for at least 3 years.
- (2) The brokers and agents to the lease have advised Landlord of Landlord's obligations under 42 U.S.C. 4852d and are aware of his/her responsibility to ensure compliance.

E. CERTIFICATION OF ACCURACY: The undersigned have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and correct.

Barney Jones 3/28/10
 Landlord _____ Date
 WOMAN INC.

[Signature] 3/24/10
 Tenant _____ Date

Landlord _____ Date

Tenant _____ Date

Listing Broker/Agent or Property Manager _____ Date

Tenant _____ Date

Other Broker/Agent _____ Date

Tenant _____ Date

Residential Lease concerning: [Redacted] 3104 53rd Street, Unit # 433-A
Galveston, TX 77551

- D. Unpaid rent and any unpaid amount under this lease are reportable to credit reporting agencies.
- E. Landlord is not obligated to respond to any requests for Tenant's rental and payment history from a mortgage company or other prospective landlord until Tenant has given notice of termination of this lease and Tenant is not in breach of this lease. (Notice: Landlord or Landlord's agent may charge a reasonable fee for processing such information.)
- F. If all occupants over 18 years of age die during this lease, Landlord may: (i) permit the person named below to access the Property at reasonable times in Landlord's or Landlord's agent's presence; (ii) permit the named person to remove Tenant's personal property; and (iii) refund the security deposit, less deductions, to the named person. Section 92.014, Property Code governs procedures to follow in the event of a tenant's death.

Name: _____ Phone: _____
Address: _____
E-mail: _____

- G. The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain areas (see www.txdps.state.tx.us under on-line services). For information concerning past criminal activity in certain areas, contact the local police department.
- H. Landlord's insurance does not cover Tenant from loss of personal property. Landlord recommends that Tenant obtain insurance for casualties such as fire, flood, water damage, and theft. Tenant represents that Tenant intends does not intend to purchase such insurance.
- I. Landlord's broker, Zapp Rentals
 will will not act as the property manager for landlord.
- J. This lease is negotiable between the parties. This lease is binding upon final acceptance. READ IT CAREFULLY. If you do not understand the effect of this lease, consult your attorney BEFORE signing.
- K. This lease should not be used in conjunction with executory contracts of any type, such as contracts for deed, leases with options to purchase, or lease options, without the advice of an attorney.

Ruby Jones 5-4-11
Landlord _____ Date
Woman Inc

[Redacted] 5-4-2011
Tenant _____ Date

Landlord _____ Date

Tenant _____ Date

Or signed for Landlord under written property management agreement or power of attorney:

Tenant _____ Date

By: _____ Date

Tenant _____ Date

Printed Name: _____

Firm Name: _____

Broker's License No.: _____



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For use in the lease of residential property built before 1978.

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B. DISCLOSURE:

- (1) Presence of lead-based paint and/or lead-based paint hazards. (Check (a) or (b))
- (a) Landlord knows of the following lead-based paint and/or lead-based paint hazards in the Property:
- _____
- (b) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the Property.
- (2) Records and reports available to Landlord. (Check (a) or (b)).
- (a) Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property which are listed here: _____
- (b) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

C. TENANT'S ACKNOWLEDGEMENT:

- (1) Tenant has received copies of all information listed in Paragraph B.
- (2) Tenant has received the pamphlet entitled Protect Your Family from Lead in Your Home.

D. AGENTS' NOTICE TO LANDLORD AND ACKNOWLEDGEMENT:

- (1) The brokers and agents to the lease notify Landlord that Landlord must: (a) provide Tenant with the EPA-approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazard in the Property; (d) deliver all records and reports to Tenant pertaining lead-based paint and/or lead-based paint hazards in the Property; and (e) retain a copy of this addendum for at least 3 years.
- (2) The brokers and agents to the lease have advised Landlord of Landlord's obligations under 42 U.S.C. 4852d and are aware of his/her responsibility to ensure compliance.

E. CERTIFICATION OF ACCURACY: The undersigned have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and correct.

<u>Dorley Jones</u>	<u>5-4-11</u>		<u>5-4-11</u>
Landlord	Date	Tenant	Date
<u>WOMAN INC.</u>			
_____	Date	_____	Date
_____	Date	_____	Date
Listing Broker/Agent or Property Manager	Date	Tenant	Date
_____	Date	_____	Date
Other Broker/Agent	Date	Tenant	Date



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(1) Presence of lead-based paint and/or lead-based paint hazards. (Check (a) or (b)).

(a) Landlord knows of the following lead-based paint and/or lead-based paint hazards in the Property:

(b) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the Property.

(2) Records and reports available to Landlord. (Check (a) or (b)).

(a) Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property which are listed here:

(b) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

C. TENANT'S ACKNOWLEDGEMENT:

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(2) The brokers and agents to the lease have advised Landlord of Landlord's obligations under 42 U.S.C. 4852d and are aware of his/her responsibility to ensure compliance.

E. CERTIFICATION OF ACCURACY: The undersigned have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and correct.

Ruby Jones 5-4-11
 Landlord Date
 WOMAN INC.

[Redacted Signature] 5-4-2011
 Tenant Date

 Landlord Date

 Tenant Date

 Listing Broker/Agent or Property Manager Date

 Tenant Date

 Other Broker/Agent Date

 Tenant Date

Michelle Brown

From: Woman_inc [womaninc@pdq.net]
Sent: Friday, December 03, 2010 3:59 PM
To: 'FrankGarcia'
Cc: 'Woman_inc'; 'Ruby Jones'; 'Michelle Brown'; dhapdir@ghatx.org
Subject: RE: Meeting With GHA

Good Afternoon Frank-I have just been informed by Ms. Jones that Ms. Brown informed her that you had our HAP payments stopped because of the leases. I implored your assistance on this issue as late as Wednesday, see below, due to the conflicting information we have received regarding the leases. What is the GHA's policy on stopping payment of rental subsidy to landlords without written notice? We have been patient in our desire to work with the GHA to address the issue of the leases, at no time did we stop inquiring as to how to provide you with what was requested on the leases. This action impacts our internal operations, when will we receive this month's HAP payments? I am sorely disappointed at the level of communication between our two agencies.

signature.tif

Michaelle Wormly AICP
Executive Director

1919 Decatur
PO Box 571898
Houston, TX 77257-1898

713-869-9727 Phone
713-869-7278 Fax
www.womaninc.us

-----Original Message-----

From: Woman_inc [mailto:womaninc@pdq.net]
Sent: Wednesday, December 01, 2010 1:40 PM
To: 'Ruby Jones'; 'FrankGarcia'
Cc: 'Woman_inc'
Subject: RE: Meeting With GHA

Frank-I also have not been informed of any meeting with Mrs. Crowder or Ms. Brown. The email from Ms. Brown dated November 18th, stated Mrs. Crowder was to send me a letter regarding the leases. I have received no letter. We have documentation to the effect that we have communicated with representatives of GHA on several occasions regarding the issue of lease compliance and our attempts to comply. We were working on the understanding and instructions that we could not revise the "old leases" by incorporating the changes as that would make the leases void. Therefore, we developed "new leases" for all the residents and had them sign, with the incorporated changes provided by the GHA. We stated this was what we planned to do at the general meeting we all attended. Then, on November 17th, we were informed that the "old leases" had to be changed to incorporate the revisions and the "new leases" we had been working on were not acceptable. See Below. We are in a quandary, we were told by Ms. Brown to incorporate additional changes to the "new leases" as late as November 8th, which she had reviewed and at no time did she inform Ms. Jones that the changes were to be made on the "old leases." See below. I hope you can understand our confusion! What are we to do with the leases! Please advise and inform us on the status of Ms. [REDACTED], she owes us more than \$3,000 in damages and we have been informed she has a Section 8 voucher and is living down the street. We provided the GHA

documentation, certified, prior to and after her exit from Beacon Place of the damages. I ask again, how can she reside in GHA assisted housing when she owes us damages, how will we be made right?

Thanks.-Michaëlle

Ms. Jones, my apologies.

I did receive the leases. I have been out of the office this week to attend a training course. However, we received the leases but they are not correct. As stated previously, we can not make the ladies sign new leases.

The leases turned in were leases signed by the ladies of Beacon Place and has the execution date of November 4, 2010. However, the majority of these ladies have been in place for quite some time already and the execution date signed and the commencement date would put us out of compliance for the deadline the housing authority has to make payment. You must use the original signed leases from these ladies and correct what needs to be corrected on those leases. On section 11 under utilities, please remove "according to what program the tenant is on" and indicate that the landlord pays all utilities. It was confirmed this week in training that a contract could not change. If GHA and Woman Inc. signed an initial contract for all bills to be paid by the owner, then that contract is binding until the end of the contract term, which is a minimum of 5 years and a maximum of 15 years. The contract must remain as is until the term ends and a new contract between GHA and Woman Inc. is agreed upon. Please be mindful that Woman Inc. is not allowed to use the program services as a condition of the lease, and may not be included in the lease, which means we may not terminate someone because they have not kept up the (client)commitment agreed upon prior to entering into the program.(Per HUD) We can only terminate for violation of the lease or violations of the family of obligations. So as stated before, the 2 year agreement that was placed upon the ladies to remain in Beacon Place in order to keep their voucher, can not be upheld. Anyone who has resided at Beacon Place for at least 12 months is eligible to move on with a Housing Choice Voucher. Once again, Mrs. Crowder will be sending Woman Inc. a letter of expectations regarding the leases.

Please refer to the letter or address any concern to Mrs. Crowder.

Thank you

Michelle Brown
VASH/HCV Case Manager
Phone: (409) 765-1963
Fax: (409) 765-1951
hcvcm5@ghatx.org

-----Original Message-----

From: Ruby Jones [mailto:beaconplace_jones@yahoo.com]
Sent: Tuesday, November 16, 2010 11:25 AM
To: Michelle Brown
Cc: FrankGarcia
Subject: Fw: Leases

----- Forwarded Message -----

From: Ruby Jones <beaconplace_jones@yahoo.com>
To: Michelle Brown <dhap2@ghatx.org>

Cc: womaninc@pdq.net; FrankGarcia <hcvs@ghatx.org>
Sent: Tue, November 16, 2010 11:12:49 AM
Subject: Leases

Michelle how are you at this time, fine I do hope. Michelle did you receive the Leases, and are they O.K..

Ms. Jones,

We have had a chance to look over the residents' leases. However, we regret to inform you, the leases submitted are still not sufficient. The expiration date of the lease from the commencement date should be one year. We are not able to force resident's to sign a two year lease agreement. The lease term should be one year. If your program requirement is two years, they are to resign another lease at the end of the one year lease term. But , documentation still has not been provided to us for this agreement to extend your program requirement. Is there a contract that was written or typed up requesting this change with [REDACTED]? All changes of the initial contract must be approved through HUD, per the CFR. We are not allowed to change the conditions of a contract in the middle of the term. Some residents have complained that the contract they signed upon entering into Beacon Place, was for one year and was not aware that client commitments were submitted to us for two years.

Also, at the top of the lease, on each page is the address of Beacon Place, each unit number must be entered on each page of the lease. The utilities must state specifically what utilities are being paid by the tenant and by the landlord. As of now, the understanding of the lease utilities indicates that the residents are paying all utilities. It can not state "According to the program the tenant is on". If the landlord pays all utilities, the lease must state so. Last but not least, it has been brought to my attention that the residents were told that GHA is requiring them to sign another lease or they will lose their voucher. Is this correct?

Michelle Brown

VASH/HCV Case Manager

Phone: (409) 765-1963

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signature.tif

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-----Original Message-----

From: Ruby Jones [mailto:beaconplace_jones@yahoo.com]
Sent: Wednesday, December 01, 2010 11:31 AM
To: FrankGarcia
Cc: womaninc@pdq.net
Subject: Meeting With GHA

Frank I am so sorry that I missed your phone call yesterday. I was not aware of Ms. Crowder or Michelle Brown setting up a meeting with Woman Inc. I left you a voice message this morning , requesting you e-mail me and Michaëlle Wormly the meeting date and time. Frank will the meeting be a status up-date on the leases and [REDACTED]?