



BUYER'S TEMPORARY RESIDENTIAL LEASE

- 1. PARTIES: The parties to this Lease are Smith, John, Smith, Jane (Landlord) and Doe, John, Doe, Jane (Tenant).
2. LEASE: Landlord leases to Tenant the Property described in the Contract between Landlord as Seller and Tenant as Buyer known as 1001 E Main St, Allen, TX 75002-3902 (address).
3. TERM: The term of this Lease commences March 31, 2023 and terminates as specified in Paragraph 18.
4. RENTAL: Rental will be \$ 125.00 per day. Upon commencement of this Lease, Tenant shall pay to Landlord the full amount of rental of \$ 1,250.00 for the anticipated term of the Lease...
5. DEPOSIT: Tenant has paid to Landlord \$ 500.00 as a deposit to secure performance of this Lease by Tenant...
6. UTILITIES: Tenant shall pay all utility connections, deposits and charges except , which Landlord shall pay.
7. USE OF PROPERTY: Tenant may use the Property only for residential purposes. Tenant may not assign this Lease or sublet any part of the Property.
8. PETS: Tenant may not keep pets on the Property except 1 Dog .
9. CONDITION OF PROPERTY: Tenant accepts the Property in its present condition and state of repair, but Landlord shall make all repairs and improvements required by the Contract...
10. ALTERATIONS: Tenant may not: (a) make any holes or drive nails into the woodwork, floors, walls or ceilings (b) alter, paint or decorate the Property or (c) install improvements or fixtures without the prior written consent of Landlord...
11. SPECIAL PROVISIONS: DO NOT USE WITHOUT SPEAKING WITH BROKER
12. INSPECTIONS: Landlord may enter at reasonable times to inspect, replace, repair or complete the improvements. Tenant shall provide Landlord door keys and access codes to allow access to the Property during the term of the Lease.
13. LAWS: Tenant shall comply with all applicable laws, restrictions, ordinances, rules and regulations with respect to the Property.
14. REPAIRS AND MAINTENANCE: Except as otherwise provided in this Lease, Tenant shall bear all expense of repairing, replacing and maintaining the Property, including but not limited to the yard, trees, shrubs, and all equipment and appliances, unless otherwise required by the Texas Property Code...

Initialed for identification by Landlord and Tenant TREC NO. 16-6

- 15. INDEMNITY:** Tenant indemnifies Landlord from the claims of all third parties for injury or damage to the person or property of such third party arising from the use or occupancy of the Property by Tenant. This indemnification includes attorney's fees, costs and expenses incurred by Landlord.
- 16. INSURANCE:** Landlord and Tenant shall each maintain such insurance on the contents and Property as each party may deem appropriate during the term of this Lease. NOTE: CONSULT YOUR INSURANCE AGENT; POSSESSION OF THE PROPERTY BY BUYER AS TENANT MAY CHANGE INSURANCE POLICY COVERAGE.
- 17. DEFAULT:** If Tenant fails to perform or observe any provision of this Lease and fails, within 24 hours after notice by Landlord, to commence and diligently pursue to remedy such failure, Tenant will be in default.
- 18. TERMINATION:** This Lease terminates upon (a) closing and funding of the sale under the Contract, (b) termination of the Contract prior to closing, (c) Tenant's default under this Lease, or (d) Tenant's default under the Contract, whichever occurs first. Upon termination other than by closing and funding of the sale, Tenant shall surrender possession of the property.
- 19. HOLDING OVER:** Any possession by Tenant after termination creates a tenancy at sufferance and will not operate to renew or extend this Lease. Tenant shall pay \$ **250.00** per day during the period of any possession after termination as damages, in addition to any other remedies to which Landlord is entitled.
- 20. ATTORNEY'S FEES:** The prevailing party in any legal proceeding brought under or with respect to this Lease is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
- 21. SMOKE ALARMS:** The Texas Property Code requires Landlord to install smoke alarms in certain locations within the Property at Landlord's expense. Tenant expressly waives Landlord's duty to inspect and repair smoke alarms.
- 22. SECURITY DEVICES:** The requirements of the Texas Property Code relating to security devices do not apply to a residential lease for a term of 90 days or less.
- 23. LANDLORD'S FLOODPLAIN AND FLOOD NOTICE PURSUANT TO §92.0135, TEXAS PROPERTY CODE:** Landlord has delivered to Tenant Landlord's Floodplain and Flood Notice (TREC NO. 54-0 or other compliant notice).
- 24. CONSULT YOUR ATTORNEY:** Real estate licensees cannot give legal advice. This Lease is intended to be legally binding. READ IT CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.
- 25. NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

To Landlord: \_\_\_\_\_

To Tenant: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: **John.smith@gmail.com**

E-mail: **john.doe@gmail.com**

Landlord **Smith, John**

Tenant **Doe, John**

Landlord **Smith, Jane**

Tenant **Doe, Jane**



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC NO. 16-6. This form replaces TREC NO. 16-5.