Texas Lease Agreement

This **Texas Residential Lease Agreement** (“***Agreement***”) is entered into on _____ by and between the following parties:

Landlord

_____

_____ _____

_____ _____ _____ _____

_____ _____

Tenant

_____

_____ _____

_____ _____ _____ _____

_____ _____

Landlord and Tenant may each be referred to as a “***Party***” and together as the “***Parties.***”

1. Premises

Landlord leases to Tenant the residential property located at _____ _____ _____ _____ _____ _____ (“***Premises***”), including the following parking spaces, storage areas, appliances, and fixtures: _____ .

The Premises may be used only as Tenant’s private residence. The following individuals may occupy the Premises: _____ . No other person may reside at the Premises for more than _____ consecutive days or _____ days in any 12-month period without Landlord’s written consent.

2. Term

The lease term begins on _____ and ends on _____ (“***Term***”).

Unless the Parties sign a written renewal agreement, Tenant must surrender possession of the Premises at the end of the Term. If Tenant remains in possession with Landlord’s written consent after the Term, the tenancy will become month-to-month under this Agreement, subject to either Party’s right to terminate it by providing at least _____ days’ written notice, unless Texas law requires a different notice period.

Jotform
Automatically create polished, fillable and signable documents
Clone the document for free!

3. Rent

Tenant shall pay rent of $ _____ per month, due in advance on the _____ day of each month. Rent must be paid to:

_____

Rent is considered paid only when received by Landlord or Landlord's authorized agent. Tenant shall pay a late fee of $ _____ only to the extent permitted by Texas law and only after any legally required grace period has passed.

Any returned payment may result in a fee of $ _____, subject to applicable law.

4. Security Deposit

Upon signing this Agreement, Tenant shall pay a security deposit of $[Amount]. The security deposit is not advance rent and may not be used by Tenant to pay the final month's rent without Landlord's written consent.

Landlord may deduct from the security deposit unpaid rent, unpaid utilities for which Tenant is responsible, repair costs for damage beyond normal wear and tear, cleaning required because of Tenant's breach of this Agreement, and other lawful charges.

Tenant must provide Landlord with a written forwarding address after surrendering the Premises. Subject to Texas law, Landlord shall return any remaining security deposit and provide any required itemized accounting within 30 days after Tenant surrenders the Premises and provides a forwarding address.

NOTICE: If Tenant is required to give advance notice before moving out as a condition for receiving the security deposit, Tenant must provide written notice to Landlord at least _____ days before surrendering the Premises.

5. Move-In Condition

Tenant acknowledges receiving the Premises in clean, safe, and habitable condition, except as noted in a written move-in condition report signed by the Parties.

Tenant shall promptly notify Landlord in writing of any condition requiring repair. Tenant's failure to report a condition may be considered when determining responsibility for damage, to the extent permitted by law.

Jotform Automatically create polished, fillable and signable documents Clone the document for free!

6. Utilities and Services

Tenant shall arrange for and pay the following utilities and services:

Tenant shall not cause utilities to be disconnected during the Term. If utilities are shared or billed through Landlord, Tenant shall pay charges as follows: .

7. Use, Care, and Maintenance

Tenant shall keep the Premises clean and sanitary; dispose of trash properly; use plumbing, electrical, heating, air-conditioning, and appliances reasonably; and promptly report needed repairs or hazardous conditions.

Tenant shall not deliberately or negligently damage the Premises, permit damage by occupants or guests, create a nuisance, disturb neighbors, engage in unlawful activity, or violate applicable health, safety, or housing rules.

Tenant may not alter, paint, install fixtures, change locks, or make improvements without Landlord's prior written consent, except as otherwise allowed by Texas law.

8. Landlord Repairs and Tenant Requests

Landlord shall make repairs and maintain the Premises as required by Texas law. Tenant must submit repair requests to:

For emergencies involving immediate danger to people or substantial property damage, Tenant shall promptly contact emergency services when appropriate and then notify Landlord.

Nothing in this Agreement limits a Tenant remedy or Landlord obligation that cannot lawfully be waived under Texas law.

9. Access to Premises

Landlord may enter the Premises at reasonable times and with reasonable notice to make repairs, provide services, inspect the Premises, show the Premises to prospective tenants, buyers, lenders, or contractors, or address an emergency. Landlord may enter without prior notice when reasonably necessary to respond to an emergency, protect the Premises, or as otherwise permitted by law.

Jotform
Automatically create polished, fillable and signable documents
Clone the document for free!

10. Rules, Conduct, and Illegal Activity

Tenant is responsible for the conduct of all occupants, guests, and invitees. Tenant shall comply with reasonable written property rules provided by Landlord, provided the rules do not conflict with this Agreement or applicable law.

No illegal activity, violent conduct, unlawful drug activity, or activity that threatens the health, safety, or quiet enjoyment of others is permitted at the Premises.

11. Pets and Animals

No animal may be kept at the Premises without Landlord's prior written consent, except for assistance animals as required by applicable law.
Approved animals: _____.

Tenant shall pay a pet deposit of $_____ and pet rent of $_____ per _____, if applicable. Tenant remains responsible for all damage caused by an approved animal, excluding ordinary wear and tear.

12. Smoking

Smoking and vaping are _____ inside the Premises and in the following areas: _____. Tenant is responsible for damage, cleaning, or odor remediation resulting from a breach of this clause.

13. Assignment and Subletting

Tenant may not assign this Agreement, sublet any part of the Premises, list the Premises for short-term rental, or allow another person to take possession without Landlord's prior written consent.

Landlord's consent to one assignment or sublease does not waive the requirement for consent to any later assignment or sublease. Tenant remains responsible under this Agreement unless Landlord releases Tenant in writing.

Jotform
Automatically create polished, fillable and signable documents
Clone the document for free!

14. Parking and Vehicles

Tenant may park only in the following designated areas: _____. Tenant shall keep vehicles properly registered, operable, and in compliance with property rules.

Landlord may remove or tow unauthorized, abandoned, inoperable, or improperly parked vehicles only in accordance with Texas law and any required towing notice.

15. Landlord and Property Manager Information

The owner or manager authorized to receive notices, demands, and service of process is:

_____

Tenant shall promptly notify Landlord in writing if Tenant's contact information changes.

16. Insurance and Personal Property

Landlord is not responsible for loss, theft, or damage to Tenant's personal property unless caused by Landlord's negligence or other conduct for which Landlord is legally responsible.

Tenant is encouraged to obtain renter's insurance. Tenant shall maintain renter's insurance with personal liability coverage of at least $_____, if required by Landlord.

17. Casualty Damage

If the Premises are materially damaged by fire, flood, storm, or another casualty not caused by Tenant, and the Premises cannot reasonably be occupied, either Party may terminate this Agreement by written notice, subject to Texas law.

If the Premises remain partly usable, the Parties shall cooperate in good faith regarding repairs and any lawful adjustment of rent.

Jotform
Automatically create polished, fillable and signable documents
Clone the document for free!

18. Default and Remedies

Tenant is in default if Tenant fails to pay rent or other amounts when due, materially violates this Agreement, violates applicable law, or fails to vacate when required.

Before seeking possession of the Premises, Landlord shall provide any notice required by this Agreement and Texas law. Landlord may pursue lawful remedies, including recovery of unpaid amounts, damages, court costs, attorney fees where authorized, and possession through the legal eviction process.

Landlord shall not remove Tenant, change locks, interrupt utilities, or take possession except as permitted by Texas law.

19. Early Termination

Tenant may terminate this Agreement before the end of the Term only with Landlord's written agreement or as otherwise permitted by Texas law.

If Tenant is legally entitled to terminate because of military service, family violence, sexual assault, stalking, or another protected circumstance, Tenant must follow the notice and documentation requirements established by Texas law. This Agreement does not limit those rights.

If Tenant leaves early without a lawful basis or Landlord's written agreement, Tenant remains responsible for amounts allowed by law, subject to Landlord's duty to mitigate damages by making reasonable efforts to relet the Premises.

20. Surrender of Premises

At the end of the tenancy, Tenant shall remove all personal property, return all keys, remotes, and access devices, provide a forwarding address, and surrender the Premises in substantially the same condition as received, ordinary wear and tear excepted.

Property left behind may be handled as permitted by Texas law.

Jotform
Automatically create polished, fillable and signable documents
Clone the document for free!

21. Notices

Any notice required under this Agreement must be in writing and delivered personally, sent by mail, or delivered by another method permitted by Texas law. Notices to Landlord shall be sent to the address in the Landlord and Property Manager Information clause. Notices to Tenant shall be sent to the Premises unless Tenant provides another written notice address.

Email notices may be used only if the Parties separately agree in writing and applicable law permits electronic delivery for that notice.

22. Flood Disclosure

Landlord states the following regarding the Premises:

Landlord _____ aware that the Premises have been subjected to flooding during the five years preceding the effective date of this Agreement.

If Landlord is aware of prior flooding, the known information is:

_____.

Tenant acknowledges that flooding can occur in any area and that Tenant may wish to obtain renter's insurance covering personal property and flood-related loss.

23. Lead-Based Paint Disclosure

This clause applies only if the Premises were built before 1978.

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 individuals. Before renting pre-1978 housing, landlords must disclose known information about lead-based paint and lead-based paint hazards and provide tenants with available records and reports. Tenants must also receive the federal pamphlet concerning lead poisoning prevention.

Landlord's knowledge of lead-based paint or lead-based paint hazards: _____.

Available records or reports provided to Tenant: _____.

Tenant acknowledges receipt of the federally required lead hazard information pamphlet and any records or reports identified above.

Jotform Automatically create polished, fillable and signable documents Clone the document for free!

24. No Waiver

A Party's failure to enforce a provision of this Agreement does not waive that Party's right to enforce the same or another provision later. A waiver is effective only if made in writing and signed by the Party granting it.

25. Entire Agreement and Amendments

This Agreement contains the entire agreement between the Parties concerning the Premises. Any amendment must be in writing and signed by both Parties, unless a different method is permitted by law.

If any provision is unenforceable, the remaining provisions shall remain effective to the fullest extent permitted by law.

26. Governing Law

This Agreement is governed by the laws of the State of Texas. Any dispute shall be brought in a court with proper authority and venue in Texas, unless the Parties agree otherwise in writing or applicable law requires otherwise.

27. Electronic Signatures and Copies

The Parties agree that this Agreement may be signed electronically. Electronic signatures and electronically stored copies have the same effect as original signatures to the extent permitted by law. Landlord shall provide Tenant with a complete copy of the signed Agreement within the period required by Texas law.

28. Acknowledgment

By signing below, the Parties acknowledge that they have read, understood, and agreed to this Agreement. Tenant acknowledges receipt of any applicable property rules, move-in condition report, lead-based paint materials, and required notices.

Landlord

Name

Date

Signature

Tenant

Name

Date

Signature

Jotform

Automatically create polished, fillable and signable documents

Clone the document for free!

Jotform

This document is a PDF copy of **Texas Lease Agreement** template. You can edit it with **Jotform Sign** and convert to an eSign document with **Jotform Sign**.

Edit PDF

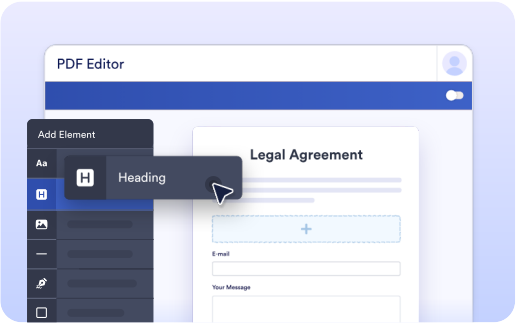
Learn More About Jotform PDF Products

Jotform offers powerful PDF solutions. Check them out below.

Jotform PDF Editor

Turn form submissions into PDFs automatically ready to download or save for your records.

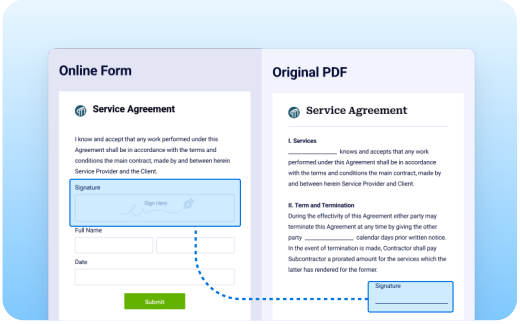
jotform.com/products/pdf-editor/



Smart PDF Forms

Convert your PDF files into online forms that are easy to fill out on any device.

jotform.com/products/smart-pdf-forms/



Jotform Sign

Collect e-signatures with Jotform Sign to automate your signing process.

jotform.com/products/sign/



These templates are suggested forms only. If you're using a form as a contract, or to gather personal (or personal health) info, or for some other purpose with legal implications, we recommend that you do your homework to ensure you are complying with applicable laws and that you consult an attorney before relying on any particular form.