



(NOTICE: For use only when SELLER occupies the property for no more than 90 days AFTER the closing)

12-07-98

SELLER'S TEMPORARY RESIDENTIAL LEASE
PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

- 1. **PARTIES:** The parties to this Lease are Richard Wayne and Judith Wayne (Landlord) and Thomas Jones and Mary Jane Jones (Tenant).
- 2. **LEASE:** Landlord leases to Tenant the Property described in the Contract between Landlord as Buyer and Tenant as Seller dated Contract Executed, _____, and known as 1111 Anywhere Lane, Colleyville, TX 76034 (address).
- 3. **TERM:** The term of this Lease commences on the date the sale covered by the Contract is closed and terminates 72 Hours after Closing & Funding, unless terminated earlier by reason of other provisions.
- 4. **RENTAL:** Tenant shall pay to Landlord as rental \$ -0- per day with the full amount of rental for the term of the Lease to be paid at the time of funding of the sale. Tenant will not be entitled to a refund of rental if this Lease terminates early due to Tenant's default or voluntary surrender of the Property.
- 5. **SECURITY DEPOSIT:** Tenant shall pay to Landlord at the time of funding of the sale \$ -0- as a deposit to secure performance of this Lease by Tenant. Landlord may use the deposit to satisfy Tenant's obligations under this Lease. Landlord shall refund any unused portion of the deposit to Tenant with an itemized list of all deductions from the deposit within 30 days after Tenant (a) surrenders possession of the Property and (b) provides Landlord written notice of Tenant's forwarding address.
- 6. **UTILITIES:** Tenant shall pay all utility charges except NONE, which Landlord shall pay.
- 7. **USE OF PROPERTY:** Tenant may use the Property only for single family dwelling 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 Inside Dog at time of Contract.
- 9. **CONDITION OF PROPERTY:** Tenant accepts the Property in its present condition and state of repair at the commencement of the Lease. Upon termination, Tenant shall surrender the Property to Landlord in the condition required under the Contract at the time of closing, except normal wear and tear and any casualty loss.
- 10. **ALTERATIONS:** Tenant may not alter the Property or install improvements or fixtures without the prior written consent of Landlord. Any improvements or fixtures placed on the Property during the Lease become the property of Landlord.
- 11. **SPECIAL PROVISIONS:** Sellers will have Carpets Professional Clean after they vacate the property. Estimate is \$500.

Sellers will have Inside of the Property and Garage professional clean aftey they vacate the property. Estimate is \$500.
- 12. **INSPECTIONS:** Landlord may enter at reasonable times to inspect the Property.
- 13. **LAWS:** Tenant shall comply with all applicable laws, restrictions, ordinances, rules and regulations with respect to the Property.
- 14. **REPAIRS AND MAINTENANCE:** Tenant shall bear all expense of repairing and maintaining the Property, including but not limited to yard, trees and shrubs, unless otherwise required by the Texas Property Code. Tenant shall promptly repair at Tenant's expense any damage to the Property caused directly or indirectly by any act or omission of the Tenant or any person other than Landlord, Landlord's agents or invitees.

Initialed for identification by Landlord _____ and Tenant _____

TREC NO. 15-3

(TAR 1910) Rev. 12/98

No. 001

1st Home Realty 5000 Thompson Terrace, Colleyville TX 76034

Phone: 817-545-2559

Fax: 817-510-0793

Bryan Berry

Page 1 of 2

berry8.zfx

- 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 PRIOR TO CLOSING. Possession of the Property by Seller 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 expiration of the term specified in Paragraph 3 or upon Tenant's default under this Lease.
- 19. **HOLDING OVER:** Tenant shall surrender possession of the Property upon termination of this Lease. Any possession by Tenant after termination creates a tenancy at sufferance and will not operate to renew or extend this Lease. Tenant shall pay \$ 1,000.00 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 the transaction described in this Lease is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
- 21. **SMOKE DETECTORS:** The Texas Property Code requires Landlord to install smoke detectors in certain locations within the Property at Landlord's expense. Tenant expressly waives Landlord's duty to inspect and repair smoke detectors.
- 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. **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.
- 24. **NOTICES:** All notices under this Lease from one party to the other must be in writing and are effective when delivered or transmitted by facsimile machine as follows:

To Landlord:

Richard Wayne

2222 Anywhere Lane

Facsimile: _____

EXECUTED the _____ day of _____ .

Landlord
Richard Wayne

Landlord
Judith Wayne

To Tenant:

Thomas Jones

1111 Anywhere Lane

Facsimile: _____

Tenant
Thomas Jones

Tenant
Mary Jane Jones

The form of this contract has been approved by the Texas Real Estate Commission. Such approval relates to this contract form only. 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 transaction. It is not suitable for complex transactions. Extensive riders or additions are not to be used. (12-98) Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 1-800-250-8732 or (512)459-6544 (<http://www.trec.state.tx.us>) TREC NO. 15-3. This form replaces TREC NO. 15-2.