



MONTE DAVIS REALTY  
GROUP CORP

## BREAKING A LEASE – TERMS AND CONDITONS

In accordance with the Texas Property Code, Monte Davis Property Management Service LLC (hereinafter “MDPM”) will release a Tenant from their Lease **only through Military Transfer or a Family Violence Situation**. For more information on the requirements under those situations, please refer to Page 3 of this document. Again, these are the only circumstances that allow a Tenant to be released without penalty from a Lease Agreement.

If Tenant will have to break the Lease for a reason other than Military Transfer or Family Violence, MDPM is willing to advertise the Property for rent to try and reduce the amount of rent owed under Tenant’s Lease Agreement. For more information on this option, please refer to Page 2 of this document.

### TENANT FEES UNDER BROKEN LEASE AGREEMENT

As specified in both the TAR Residential Lease, and the TAR Residential Lease for a Multi-Family Property Unit on Page 12, Paragraph 27 - DEFAULT:

#### Tenant will be liable for:

- (a) **any lost rent;** *(Tenant is responsible for paying rent until the Expiration Date specified in Paragraph 3A of the Lease, or until such time as MDPM is able to rent the Property again, whichever comes first. Tenant must complete Page 2 of this document if Tenant wants MDPM to try and re-lease the Property to reduce fees owed under the broken Lease.)*
- (b) **Landlord’s cost of re-leasing the Property including but not limited to leasing fees, utility charges, and other fees reasonably necessary to relet the Property;** *(Re-lease fee is equal to one month’s rent. New water and electric accounts will be established by MDPM to insure availability of utilities. Tenant is responsible for any new utility deposits, connection fees, and usage. MDPM will assume all lawn maintenance duties at Tenant’s expense.)*
- (c) **repairs to the Unit for use beyond normal wear and tear;** *(This will include but is not limited to cleaning, carpet cleaning by an MDPM-approved vendor, repairs, paint, replacement of any broken/missing/damaged items, damaged or dead landscaping, trash haul off, etc.)*
- (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.**

**TENANT AUTHORIZATION FOR MDPM TO ADVERTISE AND LEASE PROPERTY BEFORE LEASE EXPIRATION DATE**

**Tenant Name(s):** \_\_\_\_\_

**Property Address:** \_\_\_\_\_

By signing this document, Tenant agrees to the terms set forth in Tenant’s Lease, specifically the terms and conditions outlined in Paragraph 27 - DEFAULT. Tenant also agrees to provide a move-out date so MDPM can place an electronic key box and begin advertising the Property for rent. Tenant’s obligations to pay rent will terminate on the commencement date of a new Lease or the Expiration Date of current Tenant’s Lease, whichever comes first.

If Tenant provides a move-out date and pays all fees and penalties owed under the Lease, MDPM will NOT report the Lease as broken. Please note that if Tenant skips, abandons, or fails to pay the balance owed, MDPM will report Tenant to the National Tenant Network and obtain a Small Claims Judgment. Both actions may severely damage Tenant’s credit.

Tenant must return all keys, access cards, garage door openers, ceiling fan remotes, etc. to MDPM. Tenant may not re-enter the Property after the move-out date specified herein. Tenant understands that any items left at the Property after Tenant’s written move-out date will be disposed of at Tenant’s expense. Tenant agrees to continue to pay rent until otherwise notified by MDPM. Tenant may not use deposit money to pay any portion of the rent. Tenant’s deposit will be settled within 30 days of the commencement of a new Lease or expiration of current Tenant’s Lease.

MDPM will not begin advertising the Property until this form is filled out in its entirety (including forwarding address) and signed by all Tenants listed on the Lease.

**All Tenants on the Lease agree to the following move-out date:** \_\_\_\_\_

**All Tenants on the Lease agree to the following forwarding address for any security deposit refund:** \_\_\_\_\_

**All Tenants on the Lease must sign and date below:**

\_\_\_\_\_  
*Tenant Name (Printed)* *Tenant Signature* *Date*

\_\_\_\_\_  
*Tenant Name (Printed)* *Tenant Signature* *Date*

\_\_\_\_\_  
*Tenant Name (Printed)* *Tenant Signature* *Date*

\_\_\_\_\_  
*Tenant Name (Printed)* *Tenant Signature* *Date*

### QUALIFYING SITUATIONS FOR EARLY TERMINATION OF A LEASE

As found in the TAR Residential Lease, Page 12, Paragraph 28(A):

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.

- (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 30<sup>th</sup> 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.
- (2) Family Violence: Tenant may terminate this Lease if Tenant obtains and provides Landlord with a copy of a court order described under Section 92.016, Property Code protecting Tenant or an occupant from family violence committed by a co-Tenant or occupant of the Property. Section 92.016, Property Code governs the rights and obligations of the parties under this paragraph. If family violence is committed by someone other than a co-Tenant or co-occupant of the Property, Tenant must give written notice of termination 30 days prior to the effective date of this notice.