



### EXTENSION OF RESIDENTIAL LEASE

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NOTICE: Use this form only if date in the bottom, left-hand corner of the lease to be extended is dated before October 16, 2007.

CONCERNING THE RESIDENTIAL LEASE OF THE PROPERTY AT \_\_\_\_\_  
\_\_\_\_\_ between \_\_\_\_\_  
(Landlord) and \_\_\_\_\_ (Tenant).

A. **Amendments to Lease:** Effective \_\_\_\_\_, Landlord and Tenant extend and amend the above-referenced lease as follows.

(1) The Expiration Date in Paragraph 3 is changed to: \_\_\_\_\_.

(2) Paragraph 5A is changed to read as follows:

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) \_\_\_\_\_.

(3) Paragraph 6 is changed to read as follows.

6. LATE CHARGES:

A. If Landlord does not actually receive a rent payment in the full amount at the designated place of payment by 11:59 p.m. on the \_\_\_\_\_ day (*insert a number of 2 or more*) after the date on which it is due according to Paragraph 5A of the lease, Tenant will pay Landlord for each late payment:

(1) an initial late charge equal to (*check one box only*):  (a) \$ \_\_\_\_\_; or  (b) \_\_\_\_\_ % of one month's rent; **and**

(2) additional late charges of \$ \_\_\_\_\_ 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.

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 of the lease.

(4) **Other:** Paragraph(s) \_\_\_\_\_ of the lease are amended as follows

**B. Notices:** Landlord notifies Tenant of the following.

- (1) Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence or a military deployment or transfer.
- (2) 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: .
- (3) **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 seven days is a reasonable period of time for the Landlord 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. Obligation to Return this Extension:** If Tenant does not sign and return this extension to Landlord on or before \_\_\_\_\_, Landlord notifies Tenant that::

- (1) the lease, in accordance with its terms, will renew on a month-to-month basis, and Landlord notifies Tenant that the monthly rent will be:  (a) \$ \_\_\_\_\_, effective \_\_\_\_\_.  
 (b) remain the same.
- (2) the lease will terminate on \_\_\_\_\_ and Tenant must vacate the Property by the date of termination.

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
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: \_\_\_\_\_

Tenant's Phone & E-Mail

\_\_\_\_\_  
Home Work Mobile

E-Mail: \_\_\_\_\_



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**CONCERNING THE RESIDENTIAL LEASE OF THE PROPERTY AT \_\_\_\_\_**  
**\_\_\_\_\_ between \_\_\_\_\_**  
**(Landlord) and \_\_\_\_\_ (Tenant).**

**A. Amendments to Lease:** Effective \_\_\_\_\_, Landlord and Tenant extend and amend the above-referenced lease as follows.

- (1) The Expiration Date in Paragraph 3 is changed to: \_\_\_\_\_.
- (2) The monthly rent in Paragraph 5A is:  changed to \$ \_\_\_\_\_  remains the same.
- (3) Other: Paragraph(s) \_\_\_\_\_ of the lease are amended as follows:

**B. Obligation to Return this Extension:** If Tenant does not sign and return this extension to Landlord on or before \_\_\_\_\_, Landlord notifies Tenant that:

- (1) the lease, in accordance with its terms, will renew on a month-to-month basis, and Landlord notifies Tenant that the monthly rent will:  (a) be \$ \_\_\_\_\_, effective \_\_\_\_\_.  
 (b) remain the same.
- (2) the lease will terminate on \_\_\_\_\_ and Tenant must vacate the Property by the date of termination.

\_\_\_\_\_  
Landlord Date 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: \_\_\_\_\_

Tenant's Phone & E-Mail

Home Work Mobile

E-Mail: \_\_\_\_\_