

RPM RELIABLE PROPERTY MANAGEMENT, INC.

512-732-8388

www.LandlordAustin.com

512-327-3283 Fax

BREAKING A LEASE – TERMS AND CONDITIONS

In accordance with the Texas Property Code, RPM will release a Tenant from a 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, RPM 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 Tenant's Residential Lease on Page 11, 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 Residential Lease between Tenant and Landlord or until such time as RPM is able to rent the property again, whichever comes first. Tenant must complete Page 2 of this document if Tenant wants RPM to try and rent the property again to reduce fees owed under the broken lease.)*
- (b) **Landlord's cost of re-letting the Property including but not limited to leasing fees, advertising fees, utility charges, rekey charges, and other fees reasonably necessary to relet the Property;** *(Re-letting fee is 60% of one-month's rent; advertising fees average \$100 per month; water and electricity usage will include usage for watering lawn, running pool, heater or air conditioning. New water and electric accounts will be established by RPM to insure availability of utilities; tenant is responsible for any new utility deposits, connection fees, and usage. RPM will assume all lawn maintenance duties at Tenant's expense.)*
- (c) **repairs to the Property for use beyond normal wear and tear;** *(will include but not be limited to cleaning, carpet cleaning by an RPM-approved vendor, repairs, paint, replacement of broken, missing or 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.**

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TENANT AUTHORIZATION FOR RPM 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 RPM 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 Tenant's lease, whichever comes first).

If tenant provides a Move Out Date and pays all fees and penalties owed under the lease, RPM will NOT report the lease as broken. Please note that if Tenant skips, abandons, or fails to pay the balance owed, RPM will report Tenant to the National Tenant Network and obtain a Small Claims Judgment. Both of these actions may severely damage Tenant's credit.

Tenant must return all keys, access cards, garage door openers, etc. to RPM's office. Tenant may not re-enter property after the Move out Date specified herein. Tenant understands that any items left at 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 RPM. 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 Tenant's lease.

RPM 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 agree to the following Move Out Date:

Move Out Date: _____

All Tenants Appearing on Current Residential Lease Must Sign Below.

_____ <i>Tenant Name (Printed)</i>	_____ <i>Tenant Signature</i>	_____ <i>Date</i>
_____ <i>Tenant Name (Printed)</i>	_____ <i>Tenant Signature</i>	_____ <i>Date</i>
_____ <i>Tenant Name (Printed)</i>	_____ <i>Tenant Signature</i>	_____ <i>Date</i>
_____ <i>Tenant Name (Printed)</i>	_____ <i>Tenant Signature</i>	_____ <i>Date</i>
_____ <i>Forwarding Address</i>		
_____ <i>Telephone Number</i>		

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QUALIFYING SITUATIONS FOR EARLY TERMINATION OF A LEASE

Residential Lease Page 12, Paragraph 28 A:

Military and Family Violence – Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence or a military deployment or transfer.

(1) Military: If Tenant is or becomes a service member or a dependent of a service member, Tenant may terminate this lease by delivery 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 situation (PCS); or (c) military orders to deploy with a military unit for not less than 90 days. Termination is effective on the 30th 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 §92.016, Property code governs the rights and obligations of the parties under this paragraph.