



Lease Contract Amendment to Add or Change a Roommate During Lease Term

(This amendment is not intended for use after the original lease term has expired.) Date of Lease: (when the Lease is filled out)

1. Purpose of Amendment. This is an Amendment to the Lease Contract ("Lease") dated the ... day of ... (year) between ("owner") ... and ("residents") (list all original residents in paragraph 1 of the Lease) ... on the dwelling located at ... Texas. The purpose of this Amendment is to (check one or both):

2. New Resident. ("new resident") may move into the dwelling as a resident under the Lease.

3. Old Resident. ("old resident") (check one) has moved out or will move out. Upon move-out, old resident may no longer live in the dwelling. The old resident is or is not released from further liability under the Lease.

4. Remaining Residents. The residents who earlier signed the Lease and are not moving out ("remaining residents") will continue to be liable under the Lease.

5. Changeover Date. New resident may move in on ... (year) ("change-over date"). Old resident will move out before that date.

6. Security Deposit. The security deposit will be handled as follows (check one or more as appropriate): Old resident will transfer his or her share of the existing security deposit to new resident, and new resident will be entitled to old resident's undivided share of any security deposit refund at the end of the Lease term or renewal period, less lawful deductions.

Resident or Residents (all sign below)

Table with 2 columns: Name (Remaining resident, New resident, Old resident) and Date signed.

You are entitled to receive a copy of this Amendment after it is fully signed. Keep it in a safe place.

7. Guarantors. New resident will (check one): have the following guarantor(s) guarantee the Lease; or not have any guarantor guarantee the Lease. Any guarantor for old resident will (check one of the following if old resident has a guarantor): continue to be liable under the Lease until the end of the original Lease term; or be released from liability under the guaranty when this Amendment becomes effective.

8. Damages and Charges. New resident accepts the dwelling in the condition existing at the beginning of the Lease term according to the move-in inventory signed by the original residents. Security deposit deductions, if any, will be made regardless of whether damages or charges occurred before or after the changeover date and regardless of which resident, occupant, or guest may have been at fault.

9. Late Charges. The following late fee provision will become a part of the Lease and supersede any conflicting provisions therein.

We won't impose late charges until at least the fourth day of the month. If you don't pay rent in full on or before the ... day of the month at 11:59 p.m., you will pay us the following initial late charges immediately and without demand in addition to rent: ... percent of one month's rent as stated in this paragraph OR \$...

In addition to the initial late charges, we may impose daily late fees of \$... or ...% of rent per day thereafter until rent and late charges are paid in full. Daily late charges cannot exceed ... days (maximum of 15 days) for any single month's rent.

10. Existing Keys. Old resident (check one) has turned over or will turn over his or her key(s) and access device(s) to (check one): new resident, remaining residents, owner, or not applicable.

11. Rekeying. The dwelling has a keyless deadbolt (keyless bolting device) on each exterior entry door. Owner is not required to rekey keyed locks when roommates are added or changed; but new resident and remaining residents can require rekeying at their expense. New resident and remaining residents (check one) do or do not require that exterior door(s) be rekeyed when old resident moves out. If neither is checked, no rekeying is required. If required, the rekeying charge will be \$...

12. Effective Date. This Amendment becomes effective when all of the following occur (except to the extent that owner has waived any requirement in writing): new resident has completed and signed a Rental Application; any guarantors required under paragraph 7 have completed, signed, and returned a Lease Guaranty to owner; owner has approved the Rental Application of new resident and the Guaranty by any guarantor; new resident complies with paragraph 6 regarding security deposits; and this Amendment is signed by all parties.

13. Signatures on Lease Unnecessary. When this Amendment becomes effective, new resident's name and signature will be deemed as inserted in paragraph 1 and on page 8 of the Lease. Therefore, it will not be necessary for anyone to sign or initial the Lease itself. Signature of a resident who has already moved out in violation of the Lease is not necessary.

14. Binding Agreement. New resident and any guarantor acknowledge(s) that he or she has received a copy of the Lease or has read it. New resident agrees to be bound by the Lease just as if he or she signed the Lease at the beginning of the Lease term.

15. Other Provisions.

Owner or Owner's Representative (sign below)

Date signed