

RENTAL FREE LEASE / TEXAS REVIEW DRAFT

Residential Lease Agreement

This document requires fact checking and, when applicable, signed attachments. It is not a certification of legal compliance.

1. Parties, notices and premises

Sample Landlord LLC (“Landlord”) leases the dwelling at **1234 Sample Street, Unit B, Austin, Texas 78701** (“Premises”) to **Taylor Sample, Jordan Example** (collectively, “Tenant”). Record owner: **Sample Landlord LLC**. Landlord / owner mailing address for legal notices: **PO Box 0000, Austin, Texas 78701**. Other authorized occupants: **One minor child (fictitious)**. Only authorized residents may occupy the Premises, subject to applicable fair housing law.

2. Term

The tenancy begins **October 1, 2026** and ends **September 30, 2027**, unless the parties lawfully extend or terminate it. Any renewal or change must be agreed in writing. No automatic renewal term is created by this draft.

3. Rent and payment

Monthly rent is **\$1,500.00**, due on the **1st** day of each month. Accepted payment method: **ACH transfer or personal check**. Pay at or through: **PO Box 0000, Austin, Texas 78701**. Any first or last partial month rent must be agreed in writing. This draft imposes **no late fee**. A late fee requires a separate, signed provision that complies with Texas Property Code §92.019.

4. Security deposit

Tenant pays a security deposit of **\$1,500.00**. The deposit is not prepaid rent and may not be used by Tenant as last month’s rent except as allowed by law. After surrender, Landlord must return the deposit or lawful balance and provide any required written itemization within the statutory period, generally 30 days, subject to Tenant providing a written forwarding address under Texas Property Code §§92.103–.107. Landlord may not deduct for normal wear and tear.

5. Utilities, use and care

Tenant opens and pays electricity (retail electric provider of Tenant's choice), internet and gas. Landlord pays water, wastewater and trash through the City of Austin account and does not bill them back to Tenant. Tenant must keep the Premises reasonably clean, use systems properly and promptly report conditions requiring repair. No term here waives Landlord's nonwaivable statutory obligations for repairs, security devices, smoke alarms or other requirements. Additional agreed terms, if any, appear in Section 11.

6. Repairs and emergency contact

Routine repair contact: **repairs@example.com or PO Box 0000, Austin, Texas 78701**. Emergency telephone number: **(512) 555-0100**. For a notice intended to invoke statutory repair remedies, Tenant should follow Texas Property Code §92.056, including delivery to the person to whom or place where rent is normally paid, the required later written notice unless the first notice uses qualifying tracked mail, and preservation of proof of delivery. Landlord will address conditions materially affecting the physical health or safety of an ordinary tenant as required by Chapter 92.

NOTICE OF TENANT REMEDIES FOR REPAIRS: IF THE STATUTORY REQUIREMENTS OF TEXAS PROPERTY CODE §92.056 ARE MET, A TENANT MAY TERMINATE THE LEASE, HAVE A CONDITION REPAIRED OR REMEDIED UNDER §92.0561 AND DEDUCT THE LAWFUL COST FROM RENT, OR SEEK JUDICIAL REMEDIES UNDER §92.0563. THESE REMEDIES HAVE NOTICE, TIMING AND OTHER CONDITIONS; REVIEW THE STATUTES BEFORE ACTING.

7. Access and possession

Landlord will give reasonable advance notice before nonemergency entry when practicable, at least 24 hours as an agreed policy, and may enter without advance notice for a genuine emergency or as otherwise permitted by law. Landlord may not exclude Tenant, interrupt utilities or remove property except as Texas law permits. The parties should document move-in condition and keys separately.

8. Flood disclosure — signed part of this lease

Landlord **IS NOT** aware that the dwelling is located in a 100-year floodplain. Landlord **IS NOT** aware that flooding damaged any portion of the dwelling at least once during the five years immediately before this lease takes effect. A 100-year floodplain is an area designated by FEMA with a 1% or greater chance of flooding in any given year. Even outside a mapped floodplain, the dwelling may flood. FEMA provides a free address-searchable flood map at **fema.gov/flood-maps**. Most tenant insurance policies do not cover flood loss; Tenant should seek coverage for losses caused by flooding. The parties sign this disclosure at or before lease execution.

Landlord flood-disclosure signature

Taylor Sample, flood-disclosure signature

Date: _____

Date: _____

Jordan Example, flood-disclosure signature

Date: _____

9. Federal lead disclosure and other attachments

Construction year reported: **1978 or later**. Verify the construction year and any applicable exceptions before concluding the federal rule does not apply. Other property-specific or local attachments must be identified and signed when required.

10. Statutory early termination rights

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

Tenants may have special statutory rights to terminate the lease early in certain situations involving certain sexual offenses or stalking.

Texas Property Code §§92.016, 92.0161 and 92.017 govern eligibility, documentation, notices and effective dates. This lease does not waive those rights.

11. Additional agreed terms

SAMPLE DOCUMENT — fictitious parties and address. One assigned parking space (#B). No smoking inside the dwelling. Tenant may keep one cat; assistance animals are handled under fair housing law. The parties will complete a written move-in condition form within 3 days of possession. Any additional term conflicting with nonwaivable federal, Texas or local law is ineffective to the extent of the conflict. Assistance animals are handled under applicable fair housing law, not automatically under ordinary pet rules.

12. Signatures and copies

Each signing party confirms receipt of this entire lease and every attached disclosure. Landlord must provide a complete copy signed by all parties to at least one tenant within three business days after final signature, as Texas Property Code §92.024 requires. Electronic delivery follows that section’s conditions.

Landlord / authorized agent

Taylor Sample, Tenant

Date: _____

Date: _____

Jordan Example, Tenant

Date: _____

Before use: verify flood facts and signatures, owner/manager details, local rules, lead-paint status and forms, all tenants’ signatures, and any property-specific addenda. A Texas attorney should review the completed packet.

This sample shows the exact document produced by the free Texas lease generator at <https://rentalfreelease.com/lease>, with fictitious data. It includes the Texas Property Code §92.0135 flood disclosure, the §92.056 repair-remedy notice, the statutory early-termination notices (§§92.016, 92.0161, 92.017), the §§92.103–92.107 security deposit clause, the §92.024 signed-copy rule and the federal lead-based-paint attachment check. General information, not legal advice. Published by DCD HOLDING, Paris. Generated September 19, 2026.