

**SECURITY DEPOSIT AGREEMENT
(ATTACHED TO AND A PART OF THE LEASE AGREEMENT)**

LESSEE: _____ LOT NO.: _____

Security Deposit: \$ _____

This Security Deposit Agreement shall be a part of that certain lease agreement entered into contemporaneously herewith between the parties hereto. Lessor acknowledges receipt of the Security Deposit in the amount set forth above. This agreement and the laws of the State of Texas shall govern all deductions from and refunds of such Security Deposit.

CONDITIONS FOR REFUND:

1. **Lessee shall give at least 30 days written notice to Lessor prior to vacating the premises or terminating the lease agreement except as may otherwise be provided in Chapter 94 of the Texas Property Code.**
2. All rents must be paid in full through the end of the lease term. Resident may not apply security deposit to rent.
3. All charges due under the lease, including utility bills, late charges and insufficient check charges, must be paid in full.
4. All residents who signed the lease agreement must have surrendered the premises without eviction proceedings being filed.
5. Lessee must leave a written copy of his or her forwarding address with Lessor.
6. Lessee shall have complied with all instructions and directions of Lessor in connection with Lessee's move-out.

DEDUCTIONS FROM SECURITY DEPOSIT:

1. The premises must be cleaned thoroughly. If Lessee is responsible for the yard, the lawn and grounds must be in a neat and trim condition. A reasonable charge will be deducted from the security deposit if the premises are not clean or the yard is not neat.
2. Appropriate charges will be deducted for any unpaid sums due under the lease agreement, for damages or repairs to the premises or the manufactured home (if applicable) for unpaid rent, for unpaid utilities, and for any court costs or attorney's fees incurred in eviction proceedings against Lessee or Lessee's family, guests or invitees.
3. A fixed de-fleaing charge will be deducted from the security deposit of any Lessee who has kept a pet on the premises at any time during the lease term.

MOVE-OUT PROCEDURE:

1. In the event of more than one resident per unit or per lot space, each resident is jointly and severally liable for all sums due under the lease agreement and the security deposit agreement.
2. Lessor will issue only one check for the refund of the security deposit. Unless otherwise specified



in writing, the security deposit check will be made out jointly to the persons signing below.

3. After all of the above conditions have been complied with and all lawful deductions have been made, the balance of the security deposit will be mailed to Lessee's forwarding address, with an itemized list of any deductions, within 30 days after surrender of the premises.
4. If the total of the lawful charges, deductions, damages and other unpaid sums under the lease agreement exceed the total amount of the security deposit, Lessee shall pay such excess amount within 10 days after written demand is mailed to Lessee.

SPECIAL PROVISIONS:

Lessee

Lessor

Lessee

Lessor

Date: _____

Date: _____

