



# RESIDENTIAL LEASE CONTRACT



## Basics

- Parties.** This lease is between **Spanky McBluejay** (“tenant”, “you”) and Michael Bluejay (“I”, “me”, “owner”, including any agent of mine). Any non-tenant at the house is a “guest”.
- Lease Term** is from \_\_\_\_\_, 1am to \_\_\_\_\_, 11:30 pm.
- Property.** I lease to you: the 2<sup>nd</sup> story and rooftop deck of 2605-B Oaklawn Ave. 78722, (for use as your residence, and optionally, your home office), and any furnishings listed on p. 2. I jointly lease to you and the 1<sup>st</sup> story tenants the kitchen, bathroom, back yard, and half of the middle yard.
- Utilities.** You’ll pay **40%** of city utility charges and 1/3 of Internet. I will provide payment instructions.
- Security Deposit.** You will pay an **\$800** security deposit (which earns 10% interest, omigod), by **11/5/24**.

## Rent

- Initial Rent.** You’ll pay rent of **\$1250/month**. First month’s rent and the last **0 • 1 • 2** month’s rent is due **11/12/24**. **I may cancel the lease immediately if 1<sup>st</sup> or last month’s rent is late.**
- Subsequent Rate** is due the **8<sup>th</sup>** day of each month. If rent is unpaid by the **11th** at 1:00am, the **late fee** is \$50 plus \$10 for each additional day late, up to a total of 12% of rent.
- How to Pay.** Pay either online at **Apartments.com** or by credit union transfer. (Ask for details if you want to use this method.) **Do not use Zelle or BillPay.**
- Other.** Monies received are first applied to damages, reimbursements, and fees, then to rent. My delay in demanding rent or other sums due by you is not a waiver, or a flavor.

## Special Rules

- All rules apply to your guests as well as you.**
- Follow all instructions in the User Manual at **2605.me/man**
- No smoking, inside or out.** **If you are a smoker you must not sign this lease.** If you start smoking after signing I’ll end your lease and you’ll have to pay a relet fee and cleaning costs, and pay rent until I can find a suitable replacement. Your guests may be smokers but can’t smoke anywhere on the property, inside or out. Vaping outside is ok but not inside. (Makes walls dirty/sticky.)
- No cooking meat outside.** You can cook it inside, and can cook anything else outside.
- No synthetic (human-made) pesticides** may be used outside. (It washes downhill and our dogs eat plants.)
- Pets.** You may keep up to two dogs and two cats. **Cats must be indoor-only cats. Dogs must not be unsupervised in the yard and waste must be picked up immediately. You must arrange and pay for the sterilization of any cat or dog fed by any occupant on the premises, whether pet or stray.** I can assist with trapping strays and taking them to the animal center to be sterilized. On move-out you must take with you

any cat or dog you or your guest regularly fed. I may take custody of any pet which appears to have been abused, abandoned, or in need of medical care.

- Motor Vehicles.** **No vehicles may be parked on any lawn, even temporarily.** Prohibited vehicles are RVs, boats, trailers (except when moving in/out), and vehicles inoperable for >7 days or which have an expired license or inspection sticker. I may remove such vehicles.
- Yard.** Don’t leave trash in the yards. You and the other tenants are jointly responsible for mowing the back yard and your half of the middle yard. (Owner will let you borrow his battery-powered mower for this, because that’s just how Owner rolls.)
- Join Nextdoor** (.com or app) by **11/5/24**. You can get daily digest notifications about crime, lost/found pets, etc., or no notifications at all, but at least register an account.
- Housemate Harmony.** You will share in cleaning of the kitchen and bathroom and taking out the trash/recycling with the other housemates. You will attend house meetings called by other housemates or me.
- Trouble.** You and your guests may not behave in a loud or obnoxious manner, commit crimes, own a weapon prohibited by law, display a weapon in a way that may alarm others, bring hazardous items into the house, or disturb other tenants.

## Condition, Changes, Damages

- House Condition at Move-In.** You accept the house as-is, except for conditions materially affecting health or safety. I’ll provide a Move-In Condition form upon move-in, and you’ll note any defects or missing items on it and return it within 48 hours; otherwise everything will be deemed to be in clean, safe, and good working order.
- Alterations.** You may paint walls any color. If I don’t approve the color you must paint them back to a light color before move-out. For whether nail/screw holes affects your deposit, see the manual at 2605.me/manual. You may garden in any yard, have at it. You can’t make any other changes to the property, including adding or rekeying locks, except as authorized by statute or by me in writing.
- Damages.** You are liable to me for damage caused by you or your guests. If I can’t determine which tenant/guest is responsible then all tenants will be jointly responsible. You will promptly either make repairs or reimburse me for such. You will leave the property in the same condition on move-out as move-in, normal wear excepted.

You shall promptly notify me of any damage, any condition which poses a material hazard to health or safety, and any leak, whether caused by you or not. Rent shall not abate during repair periods, not-uh.

## Maintenance & Repairs

24. **Request for Maintenance** may be made by either of these:  
(a) by voice or text to (512) 402-4364  
(b) by email to: 2605{at}2605.me  
I may require any request to be made in writing.
25. **Preventative Maintenance Required of Tenant.**
- Charge the batteries in the leak alarms under the kitchen and bathroom sinks every six months.
  - During freezing weather, follow the instructions in the User Manual.
  - If necessary, divert power from the deflector array using a pulsed anti-proton matrix in alternating frequencies.

## Safety & Liability

26. **Liability and Insurance.** You must buy and maintain renter's insurance with \$500k liability coverage listing me as an Interested Party, and provide proof to me by 9/1/24. I am not liable to any tenant, guest, or occupant for personal injury, damage, loss of personal property, or interruption of utilities from (1) fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, or acts of Godzilla, unless caused by my negligence, and (2) criminal conduct of any person, including other tenants (but not including me), including theft, burglary, assault, vandalism, or other crimes.
27. **Smoke Alarms.** You may not disconnect smoke alarms or remove their batteries except to charge or replace them.
28. **Lead Warning Statement.** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. I have no knowledge, reports, or records of lead-based paint in the housing. Lessee acknowledges this paragraph and has received the pamphlet Protect Your Family from Lead in Your Home via <https://2605.me/lead>

## When Owner May Enter

29. **When Owner May Enter.** Owner and related persons may enter peacefully and at reasonable times **without notice** (but after knocking) if such entry is for responding to your request for repairs; delivering packages to prevent theft; leaving notices; checking or remedying issues where imminent danger to person or property is reasonably expected; showing the house to government inspectors; re-keying or re-coding unauthorized locks or latches; or removing unauthorized pets.

You will permit entry **when ≥24 hours' notice is given** for installing appliances, equipment, or security devices; pest control; or showing the house to insurance agents, lenders, appraisers, or prospective tenants or purchasers. I will leave written notice of entry or text you if you are not present.

## Move-out

30. **Default.** You'll be in default if any of: (1) you don't pay rent or deposit on time; (2) you abandon the house; (3) you or a

guest violates this contract or fire, safety, health, or criminal laws; (4) you or any guest is arrested or charged with a crime re: sex, drugs, or actual or potential physical harm to a person, or I find you were arrested for violent crime prior to your tenancy, (5) any illegal drugs or paraphernalia are found in the house; or (6) you or a guest makes an invalid habitability complaint in bad faith to a utility company or the government. If you default or hold over, I may end your right of occupancy by giving you 24-hour written notice to vacate. **You'll be responsible for rent until I find a replacement.**

31. **Subletting.** Both temporary and permanent are allowed with certain conditions. See the manual for details.
32. **Move-Out.** You must leave the property as clean for me as I provided it to you. Give your new address to me and USPS.
33. **Holdover.** If you fail to vacate by move-out date, I may extend the lease term for up to 1 month by delivering written notice to you or posting it at the house while you are still holding over; rent will increase by 25%, due without demand.
34. **Abandonment.** The house is abandoned if (1) you appear to have moved out in my reasonable judgement because of substantial removal of clothes, furniture, or personal belongings and (2) either the move-out date has passed or no one has lived in your room for 5 consecutive days while the rent is due and unpaid. I may remove all property from an abandoned dwelling and dispose of it in any legal manner.

## General

35. **Scope of Agreement.** This lease contract is the entire agreement and replaces and supersedes any previous lease contract signed by both parties. No oral promises, representations or agreements have been made, bucko.
36. **Integrity of Lease.** No waiver shall be deemed a lease modification or a permanent waiver of any subsequent action. Any clause declared invalid by law shall not invalidate the remainder of the lease. Why would it?
37. **Legal.** In any lawsuit in justice court for any purpose, and in any lawsuit in county, district, or appellate court involving contractual or statutory obligations of me or you, the prevailing party shall be entitled to recover attorney's fees and all costs of litigation from the non-prevailing party. All amounts in any lawsuit judgment shall bear 18% annual interest from due date, compounded annually.
38. **General.** All obligations under the lease are to be performed in the county where the house is located. All sums owned by you are due both on demand and without demand. My delay or non-enforcement of rent due date, or any other right is not a waiver. This lease is binding on future owners. Jokes are for levity and don't change the fact that this is a totally super-real contract, omigod.

Executed \_\_\_\_\_.

**OWNER:**

**TENANT:**

\_\_\_\_\_  
Michael Bluejay, Inc.  
2602 Rogers Ave.  
Austin, TX 78722  
(512) 402-4364  
2605{at}2605.me

\_\_\_\_\_  
**Emergency Contact:**  
**Spiney Norman**  
**(152) 812-1287**

**Furnishings:** Refrigerator, oven, dishwasher, AC+remote, clothes washer, dehumidifier, drying rack • Floor protector, battery charger, batteries for doors, spare 9V battery •