

## Employee Lease Addendum

1. **Resident is an Employee of Owner.**

The Resident identified in paragraph 1 of the Apartment Lease Contract dated \_\_\_\_\_ is entering this Lease as an Employee of the Owner identified in paragraph 1 of the Apartment Lease Contract.

2. **Rental Discount.**

Resident shall be responsible for the rent and charges stated in paragraph 6 of the Apartment Lease Contract, except that Resident shall receive a rental discount in the amount of \$\_\_\_\_\_ per month during the term of this Lease ***so long as Resident remains an employee of Owner.***

3. **Resident Election to Remain Tenant.**

If for any reason Resident ceases to be employed by Owner (whether Resident's employment is terminated by Owner, by Resident, by mutual consent, or otherwise), within three (3) days from the date Resident ceases to be employed by Owner, Resident must either vacate the premises or pay the full rent described in paragraph 6 of the Apartment Lease Contract.

If the date Resident ceases to be employed by Owner occurs on the first day of a rental period and Resident elects not to vacate the premises, Resident must pay the full rent for that period as described in paragraph 6 of the Apartment Lease Contract. Thereafter, Resident must pay the full rent for the remainder of the lease term.

If the date Resident ceases to be employed by Owner occurs other than on the first day of a rental period and Resident elects not to vacate the premises, rent due for that period will be prorated based on the number of days in the rental period Resident is employed by Owner and the number of days in the rental period Resident is not employed by Owner. Thereafter, Resident must pay the full rent for the remainder of the lease term.

***Owner's right to treat Resident in default under paragraph 4 of this Employee Lease Addendum shall be final. Nothing in this paragraph shall be construed to waive Owner's right to treat Resident in default under paragraph 4 of this Employee Lease Addendum or according to the terms of the Apartment Lease Contract .***

4. **Owner's Election to Treat Resident in Default.**

Whether Resident's employment is terminated by Owner, by Resident, by mutual consent, or otherwise, within ten (10) days from the date Resident ceases to be employed by Owner for any reason, Owner may at its option elect to treat the Resident as being in Default under paragraph 32 of the Apartment Lease Contract. If such election is made, within ten (10) days from the date Resident ceases to be employed by Owner, Owner shall provide Resident with written notice of Default in the manner described in paragraph 32 of the Apartment Lease Contract or in any other manner authorized by TEX. PROP. CODE 24.005(f).

***Owner's election to treat Resident in default under this paragraph shall be final and shall not be affected by Resident's election to remain a tenant under paragraph 3 of this Employee Lease Addendum.***

**5. Notice to Vacate.**

If the Owner elects to treat Resident as being in Default under paragraph 4 of this Employee Lease Addendum, at any time concurrent with or after giving Resident Notice of Default as described in paragraph 4 of this Employee Lease Addendum, Owner may end Resident's right of occupancy by giving Notice to Vacate in the manner described in paragraph 32 of the Apartment Lease Contract or in any other manner authorized by TEX. PROP CODE 24.005(f).

**6. Accepting Rent Does Not Waive Owner's Rights.**

After giving Notice to Vacate as described in paragraph 5 of this Employee Lease Addendum or filing an eviction suit, Owner may still accept rent or other sums due; the filing or acceptance does not waive or diminish Owner's right of eviction, or any other contractual or statutory right. Accepting money at any time does not waive Owner's right to damages; past or future rent or other sums; or to continue with eviction proceedings.

**7. Attorney's Fees and Costs of Court Recoverable by Owner.**

If Resident fails to vacate the premises after receiving Notice to Vacate as described in paragraph 5 of this Employee Lease Addendum, Owner may institute legal proceedings and exercise all other legal rights to evict Resident from the premises and may recover from Resident all costs of court and attorney's fees incurred in connection with such legal proceedings and the exercise of such other legal rights.

AGREED TO BY:

\_\_\_\_\_  
Resident (Employee)

\_\_\_\_\_  
Owner Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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