

TENANT PROPERTY CARE & MAINTENANCE RESPONSIBILITY ADDENDUM

Property Address: _____	Tenant(s): _____
Lease Start Date: _____	Property Manager: Davey Goosmann Realty & Property Management

Purpose. This Addendum supplements the Residential Lease and explains routine tenant care responsibilities intended to prevent avoidable damage and unnecessary repair expenses. Nothing in this Addendum waives or limits any landlord duty or tenant right that cannot legally be waived under Texas law.

1. GENERAL CARE AND RESPONSIBILITY

- Tenant must use reasonable care to keep the Property clean, sanitary, and in good condition, and must properly use appliances, plumbing, electrical systems, HVAC equipment, fixtures, and other improvements.
- Tenant must promptly report conditions needing repair in the manner required by the Lease.
- **Tenant may be responsible for reasonable repair, service-call, cleaning, remediation, or resulting damage costs when the condition is caused or substantially contributed to by Tenant, an occupant, guest, invitee, animal, misuse, negligence, failure to perform a tenant maintenance duty, failure to follow reasonable written instructions, or unreasonable delay in reporting a known problem. Tenant is not responsible for normal wear and tear or repairs that are the Landlord's responsibility under the Lease or applicable law.**

2. HVAC SYSTEM AND AIR FILTERS

- Tenant must replace or clean HVAC return-air filters at the interval required by the Lease or manufacturer and use the correct size and type. Do not operate the system without a properly installed filter.
- Tenant must keep supply and return vents reasonably clean and unobstructed and promptly report icing, leaking, unusual noises, failure to heat/cool, or other signs of malfunction.
- **If a dirty, missing, incorrect, or improperly installed filter, blocked airflow, or other Tenant misuse causes or contributes to damage or an unnecessary service call, Tenant may be responsible for the resulting reasonable charges to the extent permitted by the Lease and applicable law.**

3. DRAINS, SEWER LINES, SINKS, TUBS AND SHOWERS

- Do not place cooking grease, fats, oils, food scraps, coffee grounds, wipes (including products labeled flushable), paper towels, feminine products, diapers, dental floss, cotton products, cat litter, chemicals not intended for household drains, toys, or other foreign material into plumbing fixtures or drains.
- Allow cooking grease, fats, and oils to cool and dispose of them in a suitable container. Use drain screens or strainers when appropriate to keep hair, food, and foreign material out of plumbing lines.
- **Tenant may be responsible for the reasonable cost of clearing a wastewater stoppage and repairing resulting damage when a qualified service provider determines the stoppage was caused by grease, food, wipes, foreign objects, improper materials, or other Tenant-caused misuse in lines serving the Property. Tenant is not responsible for stoppages or backups caused by deterioration, breakage, roots, ground conditions, faulty construction, or malfunctioning equipment for which Landlord is responsible under applicable law.**

4. TOILETS AND GARBAGE DISPOSAL

- Toilets are for human waste and reasonable amounts of toilet tissue only. Do not flush wipes, feminine products, paper towels, diapers, grease, food, toys, or foreign objects.
- If the Property has a garbage disposal, use it only for appropriate food waste in reasonable quantities. Do not place grease, bones, shells, fibrous material, glass, metal, or non-food items in the disposal. Run adequate cold water during use.
- Tenant may be responsible for reasonable plumbing or appliance charges caused by improper use or foreign objects.

5. WATER LEAKS, MOISTURE AND DAMAGE PREVENTION

- Promptly report leaking faucets or fixtures, running toilets, plumbing backups, water stains, roof or ceiling leaks, wet flooring or walls, water around appliances or HVAC equipment, suspected mold growth, or other uncontrolled moisture.
- When safe and reasonably possible, take reasonable steps to limit further damage, including using an appropriate shutoff valve when Tenant knows how to do so. Tenant should know the location of the main water shutoff and electrical breaker panel.

- Tenant may be responsible for additional damage caused by an unreasonable failure to promptly report a known leak, backup, or water condition.

6. FREEZING WEATHER

- During freezing weather, Tenant must follow reasonable freeze-protection instructions provided by Landlord or Property Manager, including maintaining utilities and reasonable indoor heat, protecting exposed plumbing, opening appropriate cabinet doors, or allowing faucets to drip when instructed.
- Tenant must immediately report suspected frozen or broken plumbing. Tenant may be responsible for damage caused by failure to maintain utilities or reasonable heat, or failure to follow reasonable written freeze-protection instructions, when that failure causes or contributes to the damage.

7. SMOKE/CO ALARMS, APPLIANCES AND EQUIPMENT

- Do not disconnect, remove, obstruct, or intentionally disable smoke alarms or carbon monoxide alarms. Promptly report malfunctioning alarms and replace batteries when the Lease places that routine duty on Tenant.
- Use appliances and equipment only for their intended purpose and according to ordinary operating instructions. Do not perform significant repairs, alterations, or modifications without prior authorization.
- Tenant may be responsible for damage caused by misuse, overloading, foreign objects, improper cleaning, or unauthorized modification.

8. YARD, EXTERIOR AND CLEANLINESS

- When yard maintenance is assigned to Tenant by the Lease, Tenant must perform the required mowing, edging, watering, weed control, leaf/debris removal, and ordinary yard care. Tenant is not expected to perform dangerous tree trimming unless separately agreed in writing.
- Maintain reasonable household cleanliness and promptly dispose of trash and food waste. Avoid conditions that attract insects or rodents. Responsibility for pest-control costs depends on the Lease, applicable law, and the cause of the condition.

9. SERVICE CALLS / NO PROPERTY DEFECT

- **Tenant may be responsible for a reasonable service-call charge when a vendor is dispatched and determines that no Landlord repair is required and the call resulted from Tenant misuse, failure to perform a maintenance duty assigned by the Lease, or failure to follow operating instructions previously provided.**
- Examples may include a tripped breaker, clogged or missing filter, improperly operated appliance, foreign object in a disposal, or Tenant-caused plumbing stoppage. This provision does not make Tenant responsible for a legitimate repair that is Landlord's responsibility.

10. REPORTING AND DOCUMENTATION

- Tenant must report maintenance problems through the repair-request procedure designated in the Lease or by Property Manager. Do not delay reporting because a problem appears minor.
- When reimbursement is sought for Tenant-caused damage or a service call, Landlord or Property Manager may rely on photographs, inspection findings, invoices, technician observations, plumber findings, maintenance records, or other reasonable evidence of cause and cost.

TENANT ACKNOWLEDGMENT

By signing below, Tenant acknowledges receipt of this Addendum, understands the routine property-care duties described above, and understands that Tenant-caused damage or avoidable service costs may be charged to Tenant when authorized by the Lease and applicable Texas law. Tenant specifically acknowledges the requirements concerning HVAC filters, proper drain/sewer use, grease and foreign objects, prompt reporting of leaks, and damage prevention.

_____ Tenant Signature	_____ Date
_____ Tenant Signature	_____ Date
_____ Tenant Signature	_____ Date
_____ Landlord/Property Manager	_____ Date

Administrative note: This Addendum is intended to supplement, not replace, the Residential Lease. It should be reviewed with your broker/legal counsel before adoption as a standard company form and updated when lease forms or applicable law change.