

# Lease Agreement



## 1

### Residency and Financials

#### 1.1 PARTIES AND OCCUPANTS

This Housing Contract is between you, the undersigned resident:

\_\_\_\_\_

and us, the owner/agent:

The Village Nac, Inc. ("TVN").

You've agreed to rent the property located at:

\_\_\_\_\_

for use as a private residence only. The terms "you" and "your" refer to all occupants listed above. The terms "we," "us," and "our" refer to the owner (TVN).

The "home", which includes Tiny Homes (TH), Apartment (APT), Cottage (CTG) or Recreational Vehicle (RV), will be occupied exclusively by the occupants(s) listed above. This rental is a \_\_\_\_\_. TVN must approve any guests or visitors staying longer than 3 consecutive days. See Section 5.1 for details on authorized and unauthorized occupants.

#### 1.2 LEASE DURATION AND RENT INCREASES

The terms of this tenancy shall commence on \_\_\_\_\_ and end on \_\_\_\_\_, and thereafter, shall be month-to-month on the same terms and conditions as stated herein, save any changes made pursuant to law, until either party gives a 30 day written notice. Neither party has to give a reason for the 30 day written notice.

Rental rates may be increased after the completion of the initial housing term, with a 30 day written notice to you. Rental increases will take effect on the first day of the month following the expiration of the 30 day notice. Rent increases will be based on the percentage of annual cost of living (COL) adjustments provided by social security.

WE DO NOT DO TRANSFERS. THE HOME YOU SELECT IS THE ONE YOU

WILL REMAIN IN.

### **1.3 RENTS AND CHARGES**

You shall pay \_\_\_\_\_ per month for rent. The first month's rent and/ or prorated rent amount of \_\_\_\_\_ is due prior to move-in.

Every month thereafter, you must pay your rent on or before the 1st day of each month with a 4 day grace period. The following late fees will apply for payments made after the grace period:

**Late fee rule:** Rent is due on the first day of each month. An initial late fee of \$30 will be assessed on the 5th day.

**Daily late fee:** An additional \$5 per day will be added on until the balance is paid in full unless prior arrangements have been made.

A charge of \$25 will apply for every returned check or rejected electronic payment plus the amount of any fees charged to TVN by any financial institution as a result of the funding not being honored, plus any applicable late fee charges. If you don't pay rent on time, you'll be considered delinquent and subject to termination of this housing contract.

TVN may change the terms of this lease in accordance with applicable law, including rent increases and other modifications to the terms of the contract. **WE DO NOT ACCEPT CASH FOR ANY PAYMENTS.** Acceptable forms of payment are cashier's check, money order, personal check or via ACH through your Resident Portal. All payments are made payable to: The Village Nac-PM

### **1.4 SECURITY DEPOSIT**

The total security deposit at the time of execution of this Housing Contract will be \_\_\_\_\_, due on or before the date this Housing Contract is signed.

TVN will hold the security deposit for the term of the tenancy and, upon termination of the tenancy, reserve the right to use all or part of the security deposit to cover any charges related to your performance of this Housing Contract, including, but not limited to, cleaning, repair of damages, missing items, unpaid rent, late fees, and returned fund fees.

### **1.5 UTILITIES**

TVN will pay for the following utilities:

---

For all utilities NOT noted as paid by TVN, you will be responsible for paying for all related deposits, and any charges, fees, or services on such utilities. TVN does not guarantee or warrant that there will be no interruption of utility service. If your electricity is ever interrupted, you must use only battery-operated lighting (do not use candles or kerosene lanterns). TVN will not be held liable for any damages resulting from a loss of power or other utilities

### **1.6 INSURANCE/CASUALTY LOSS**

We do not maintain insurance to cover your personal belongings or personal injury. You assume all liability for personal injury, property damage or loss, and insurable risk. We urge you to get your own insurance for losses to your personal property or personal injuries from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, acts of God, or vandalism.

### **1.7 KEYS AND LOCKS**

You will be provided the following keys: 1 key per door and a mailbox key.

All deadbolts, keys, window latches, doorknobs and any additional device required by local government ordinance, will be in working order when you move in.

You will be liable for the entire cost of all key and lock replacements (\$30 per lock, \$10 per key). You will not change the locks or add an additional lock without TVN written consent.

All keys and parking permits must be returned when you vacate the home. You will be charged for the cost of new locks, keys, and cards that are not returned.

By initialing below, you acknowledge and agree to the terms in Section 1.

X \_\_\_\_\_ Initial Here

## **Policies and Procedures**

### **2.1 COMMUNITY POLICIES OR RULES**

You and all guests must comply with any written community rules and policies, including instructions for care of The Village Nac property. Any rules are considered part of this Housing Contract. We may make reasonable changes to written rules, effective immediately, if distributed and applicable to all units in the community.

### **2.2 RESIDENT SAFETY AND PROPERTY LOSS**

All occupants and guests must exercise care for their own and others' safety and security, especially in the use of smoke detectors, fire extinguishers, keyed deadbolt locks, window latches, and other security or safety devices. You agree to make every effort to abide by the rules and guidelines in this Housing Contract.

#### **Smoke Detectors**

All homes are equipped with smoke detectors and a fire extinguisher. RVs also have a carbon monoxide detector. You must immediately report malfunctions of detectors to TVN. Neither you nor others may disable smoke, propane detectors, or carbon monoxide detectors. You will be liable to others and TVN for any loss, damage, or fines from fire, smoke, or water if that condition arises from disabling or damaging the smoke detector, propane detector, or carbon monoxide detector or from your failure to replace a dead battery or report malfunctions to TVN.

#### **Safety and Crime Free Zone**

You and your guests will not engage in any criminal activity in your home, on community grounds, or in the surrounding area (within 5 miles of property line). NOTE: This property has 24 hour live feed surveillance throughout.

#### **Unauthorized Visitors/Guests**

TVN may exclude from the community property any guests or others who, in our judgment, have been violating the law, violating this Housing Contract, or

disturbing other residents, volunteers, staff or guests. We may also exclude from any outside area or common area, a person who refuses to show proper identification or refuses to identify him/herself as a resident or guest of a specific resident on the property, or who has a Criminal Trespass Warrant (CTW) filed against them by TVN.

Any resident who knowingly invites a person with a CTW onto the property is subject to a \$75 fine per occurrence and may be subject to a 24 hour notice to vacate. In addition, the police will be called and the CTW will be enforced which can result in arrest of the person with the CTW. CTW's in Nacogdoches County do NOT have an expiration date, so once filed, only TVN can agree to no longer enforce the CTW.

### **Emergencies**

In case of emergency, fire, accident, smoke or suspected criminal activity, dial 911. You should then contact a TVN representative.

AN AFTER HOURS EMERGENCY IS DEFINED AS FIRE, FLOOD OR DEATH. Lack of AC, loss of door keys, failure to report empty propane tanks for refill, or any other normal business work order will not be addressed after hours or on weekends.

Refer to section 4.2 for what constitutes criminal activity.

### **2.3 PARKING**

You will park on the property at your own risk. TVN may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. TVN will have unauthorized or illegally parked vehicles towed and will not reimburse occupant or guest for towing fees. Vehicles are prohibited from parking on the premises if they are inoperable, have no license plates, no current registration, no current inspection sticker, do not have the proper visitor or resident parking permit, take up more than one parking space, are parked in a marked handicap space without proper handicap insignia, block other vehicles from exiting, are parked in a space not dedicated to parking, including, but not limited to, grass, sidewalks, patio, decks, foundations, trails, curbs and fire lanes. All vehicles must be parked in designated parking spaces and/or driveways. Cars parked on curbs noted in red that say FIRE LANE are subject

to towing by TVN and the Fire Marshall with all costs associated with the towing falling on the owner of the vehicle.

One vehicle per home is permitted on the property. Any exceptions must be cleared by Property Management. There is a very limited amount of parking throughout TVN. All resident vehicles MUST have a TVN parking permit. ANY VISITOR YOU HAVE THAT WILL HAVE A VEHICLE ON THE PROPERTY OVERNIGHT (anytime from 10pm-7am) MUST HAVE A VISITOR PARKING PASS.

Vehicles missing parking permits or that have a violation sticker on them are subject to towing. The Village Nac will NOT be responsible for any charges associated with towing an unauthorized vehicle.

## **2.4 ANIMALS**

Animals (including dogs, cats, mammals, reptiles, birds, fish, and insects) are allowed only if TVN has authorized in writing the acceptance of the animal. Each home is limited to two animals per household, and occupants must pay an animal deposit for each animal. \$250 for the first animal and \$100 for the second animal. You must remove all illegal animals within 24 hours of notice from TVN, or you will be considered in default of this Housing Contract. TVN follows the City Of Nacogdoches Leash Laws, therefore your animal MUST be on a leash at all times, unless specifically performing as a SERVICE ANIMAL, when outside your home and you must be in control of your animal at all times. At no time will you tie your animal to a tree, or any other object, and will keep the leash firmly in your hand. If you have an animal, you will have an Animal Addendum attached to this Housing Contract.

ADA defines a Service Animal as a dog that has been individually trained to do work or perform tasks for an individual with a disability. The task(s) performed by the dog must be directly related to the person's disability. The dog must be trained to take a specific action when needed to assist a person with a disability. The ADA requires that service animals be under the control of the handler at all times.

“Under control” includes not allowing the dog to bark repeatedly. The service animal must be harnessed, leashed or tethered while in public places (anywhere outside the home) unless these devices interfere with the service animal's work or the person's disability prevents use of these devices. In that case, the person must

use voice, signal, or other effective means to maintain control of the animal. The handler may not allow the dog to wander away from them and must maintain full control. The only time a service animal can be off-leash is during the time it is specifically performing a task(s) directly related to the disability. Otherwise the dog must be leashed.

Any resident who has requested accommodation for a service animal will be required to submit a Request for Reasonable Accommodation form to Property Management for review and approval. In addition, all requests for ADA service animal accommodation will be provided with the US Department of Justice's FAQ about Service Animals and the ADA.

All animals are to be spayed/neutered and have current vaccinations at the time they come on to the property and maintain their annual vaccinations.

If an occupant or any guest violates animal restrictions (with or without your knowledge), you will be subject to charges, damages, 24 hour notice to vacate, and other remedies provided in this Housing Contract. If an animal has been in the home at any time during your term of occupancy (with or without our consent), TVN will charge you for de-fleaing, deodorizing, and shampooing upon move out.

You will be provided a Pet Sitter Agreement at the time of move in, or when adding an animal. The purpose of this form is to ensure (TVN) knows who to contact to take care of your pet(s) in the event of your unexpected absence. You are **REQUIRED** to submit the Pet Sitter Agreement to Property Management within five (5) days of moving in, or adding a new pet to TVN. Failure to do so will nullify any animal agreement and the animal will have to be removed from the property immediately.

## **2.5. WEAPONS**

Weapons of any kind, including , but not limited to, hand guns, assault rifles, Bow & Arrows, BB guns, hunting rifles, knives (other than a pocket knife), swords, night sticks, explosive devices, brass knuckles, nunchuks, tasers or stun guns are **STRICTLY FORBIDDEN** within 5 miles of The Village Nac property line. If your **INTENT** is to cause harm or damage with any other object (such as a rock, a cane, a stick, etc.), that object will be considered a weapon. Even if there is a legal permit or a concealed handgun permit, those are still prohibited on the property. Residents are responsible for their guests and must ensure that they also comply

with this policy. Signs are posted at the entrance of the property. Failure to comply can result in arrest and/or immediate termination of this housing contract.

## **2.6 CLEANLINESS**

You agree to keep the premises reasonably clean, as determined by TVN staff, from dirt, debris, and clutter to maintain a healthy environment. Every effort should be made to put food away and keep everything clean and wiped down to limit pest issues in your home. If, upon inspection by TVN staff, it is determined that your home is not being kept clean, TVN reserves the right to require weekly or bi-weekly housekeeping be performed and to add these charges to your monthly rental rate. Housekeeping charges will be \$35.00 per hour and contracted for by TVN. Cleanliness is a condition of your rental and failure to maintain a healthy environment can result in termination of your housing contract.

### **Healthy Living Walk-thru (inside and outside):**

We routinely check for cleanliness and upkeep so you will also have an opportunity to talk to us about any service requests needed for your home. You have been gifted the opportunity to live in these homes and they need to be maintained. Refer to your Housing Contract for specific responsibilities and what will be required if you fail to maintain a healthy environment.

## **2.7 SMOKING**

Smoking is permitted on the property in designated outdoor locations only. Smoking is NOT permitted in any TVN building or home. Smoke that has seeped into the walls and/or furniture is NOT considered 'normal wear and tear'. Smoking inside of your home or other TVN building could result in termination of your housing contract, and extraordinary charges to remove smoke damage at move out.

In outdoor designated smoking areas, all butts are to be extinguished fully to prevent fires. You should NEVER extinguish a cigarette except in an appropriate ashtray (do not drop on the ground).

By initialing below, you acknowledge and agree to the terms in Section 2.

**X** \_\_\_\_\_ Initial Here



## **Responsibilities**

### **3.1 CONDITION OF PREMISES AND ALTERATIONS**

You accept the home, fixtures, any housewares, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. TVN disclaims all implied warranties. You will maintain the premises in good, clean and habitable condition throughout the tenancy. You agree to a quarterly check by a 3rd party vendor of your home, at TVN expense, for bed bugs. These inspections will be scheduled in advance and you and your pet must not be in the home when the inspection is done (canine detectors are used and can be distracted by people or pets). Your home was inspected prior to your move in and certified clear of bed bugs. You may be charged for bed bug remediation that is found after you have moved in or upon vacating your home.

Residents may NOT install additional air conditioners. You agree not to alter, damage, or remove our property, including any housewares, fire extinguishers, smoke/ carbon monoxide detectors, furniture, screens, locks, or any security devices. You may not paint or make any permanent alterations without TVN written consent.

Any modifications to the inside OR outside of your home without prior approval from Property Management will result in a fine. Fines will start at \$500 and go up to \$5000, depending on the modification. In addition to the fine, any unauthorized modifications could also result in having to remove the modification and restoring the home to its original condition.

### **3.2 REQUESTS, REPAIRS, MALFUNCTIONS**

You will report any damage or problem immediately to the TVN office upon discovery or you will be held responsible for the cost. Our complying with, or responding to, any oral request regarding safety, security or non-security matters does not waive the strict requirement for written notices under this Housing Contract. You must promptly notify us in writing of: water leaks; electrical

problems; malfunctioning lights; broken or missing locks or latches; malfunctioning detectors; bed bugs; and other conditions that pose a hazard to the property, or your health and/or safety. TVN will respond in accordance with state law and the Housing Contract to repair or remedy the situation, as necessary. TVN may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work.

### **3.3 RIGHT OF ENTRY AND INSPECTIONS**

TVN has the right to enter the premises at reasonable hours for the purpose of inspection, responding to your request, making repairs and / or preventative maintenance, pest control, showing to prospective resident or insurance agents, and for any emergency situations that may arise (welfare check for example). Any time and for any purpose where TVN has entered your home, a written notice will be left inside.

Should you be unable to return to your home within a five (5) day period due to an unexpected/unintentional absence, TVN reserves the right to enter your home and dispose of all perishable food. TVN will not be responsible for replacement of any food removed. The intent is to prevent mold and insects from food that can spoil quickly.

If there is probable cause to believe that there are weapons or drugs in the home, at least 2 staff members may enter, with or without law enforcement. If weapons or drugs are found, we reserve the right to allow law enforcement into your home without first obtaining a search warrant as long as members of TVN staff are present.

### **3.4 MOVE-OUT**

You will give TVN a written notice with your intent to vacate 30 (thirty) days prior to your move out date. In this notice you will include your forwarding address so that your final deposit disposition can be mailed to you within 30 days of move out. The same applies if you are given a 30 day notice of non-renewal by TVN. Surrender, abandonment, and 24 hour notice to vacate ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the home; determine any security deposit deductions; and remove property left in the home. Surrender, abandonment, and 24 hour notice to

vacate affect your rights to property left in the apartment. Surrender, abandonment, and 24 hour notice to vacate do not affect our mitigation obligations.

### **Move Out Cleaning**

You must thoroughly clean the home, including doors, windows, furniture, bathrooms, kitchen appliances, patios, and any housewares/linens provided by TVN. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

### **Charges**

You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unpaid service charges; repairs or other damages excluding ordinary wear and tear; replacement cost of our property that was in or attached to the dwelling unit and is missing; keys and/or electronic ID cards not returned; missing or burned-out light bulbs; removing or re-keying unauthorized security devices or alarm systems; packing, removing, or storing property removed or stored; removing illegally parked vehicles; animal-related charges; government fees or fines against us for violation (by you or guest) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned check/ electronic funds charges, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Housing Contract.

### **Deposit Refund**

TVN will mail to you, at the forwarding address or at your last known address, your security-deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 (thirty) days after the Housing Contract termination and delivery of possession to us.

By initialing below, you acknowledge and agree to the terms in Section 3.

**X** \_\_\_\_\_ Initial Here

## **General Clauses**

### **4.1 RELEASE FROM LEASE CONTRACT**

Unless you're entitled to terminate this Housing Contract, you will not be released from this Housing Contract for any reason, including, but not limited to, voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment or bad health.

#### **Military Personnel Clause**

You may terminate the Housing Contract if you enlist, are drafted, or commissioned and on active duty in the Armed Forces of the United States. You must give TVN written notice of termination, 30 (thirty) days prior to the termination date. You must provide TVN proof that you qualify for this limited exception.

#### **Replacements and Subletting**

There will be NO REPLACEMENT RESIDENTS OR SUBLETTING PERMITTED FOR ANY REASON.

### **4.2 DEFAULT BY RESIDENT**

If you are in default under this Housing Contract for any reason, we may submit to you, in writing, a 24 hour notice to vacate for breach of contract. You will be in default if you or any guest violates any of the terms of this Housing Contract including, but not limited to, serious or repeated violations such as: failure to pay rent or other amounts that you owe when due; you or any guest or occupant violates the community rules, fire, safety, health, or criminal laws, or engages in dangerous behavior, regardless of whether arrest or conviction occurs; you abandon the home; you give incorrect or false answers in rental application or you provide false or fraudulent documentation requested by us; you or your guest has abusive or threatening language towards any other person at the community (other residents, staff, volunteers, visitors); you or your guest brings weapons onto the

property (as described in section 2.5 WEAPONS); if your INTENT is to cause harm or damage with any other object (such as a rock, a cane, a stick, etc.), that object will be considered a weapon; you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense; any illegal drugs or paraphernalia are found in your home or on property grounds; you or any guest engages in any prohibited conduct; or you or any guest, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government. If you are in default for any reason, we may submit to you, in writing, a 24 hour notice to vacate the premises immediately for breach of contract. In accordance with the Texas Property Code, if you have not vacated the premises within the time frame specified in the notice to vacate, TVN may file a forcible detainer suit within 3 days of the delivery of the notice to vacate in order to have the defaulting resident evicted from the residence. In the event of breach of this Housing Contract, TVN specifically reserves its rights as set out in Chapters 24 and 92 of the Texas Property Code, including the right to change the locks immediately for any breach noted in this section, and for nonpayment of rent upon 3 days written notice to the resident and the right to file a suit to evict and recover unpaid rent.

If you receive a 24 hour notice to vacate, after the time period of 24 hours has passed since delivery of the notice, locks will be changed and personal belongings will be packed up and stored for a maximum of 45 days, after which time, if not claimed, will be disposed of. If the breach is delinquency for non-payment of rent, TVN would have to give special notice and wait 3 days before actually preventing the resident from entering the dwelling.

### **Other Remedies**

If your rent is delinquent, you immediately forfeit all rights to occupy the home any longer, and if you have not vacated the home by the date specified in the Housing Contract termination notice, you are guilty of a misdemeanor. Each day of your unlawful presence in the home constitutes a separate offense. Upon your default, we have all other legal remedies, including suit for Housing Contract termination, possession, damages, rent, and all other monies due. We may turn any returned checks and unfunded online payments over to law enforcement officials for prosecution according to law.

## **4.3 CONTRACT TERMINATION AND DISPUTE**

This Housing Contract may only be amended, waived, or terminated by TVN representatives in writing. Any oral promises, representations or agreements by TVN representatives shall not be considered legally binding. No action or omission of our TVN representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written notice requirement, rental due dates, acceleration, liens, or other rights is not a waiver under any circumstances.

### **Waiver of Jury Trial**

To minimize legal expenses and, to the extent allowed by law, you and TVN agree that a trial of any lawsuit based on statute common law, and/or related to this Housing Contract shall always be referred to mediation as the first line of recourse. Costs for all mediation will be shared EQUALLY by both parties, regardless of the outcome of the mediation.

### **Force Majeure**

TVN will be excused from performance of obligations if we are prevented from fulfilling such obligations by an act of God, strikes, epidemics, war, acts of terrorism, riots, or other occurrence, which is beyond our control.

By initialing below, you acknowledge and agree to the terms in Section 4.

**X** \_\_\_\_\_ Initial Here

## **5**

### **LIMITED ACCESS GATES**

#### **5.1 PURPOSE**

The entry and exit gates are intended to limit vehicle access into the property between certain hours. We want TVN to be a healthy, happy, and safe place to live for our neighbors and their guests. The goal is to limit access to people who don't live here and may bring harmful or unwanted activity to the property.

### **5.3 PARKING AND FIRE LANES**

Vehicles are never permitted to park in a fire lane or in a handicap designated space unless you have the proper placard. Vehicles in these locations are subject to tow 24 hours a day.

### **5.4 GATE CLOSURE TIMES**

As a general rule, the entry gate will be CLOSED Monday-Saturday from 7pm to 7am and on Sunday's all day EXCEPT between 3:30pm-7:30pm for The Village Gathering. When the entry gate is CLOSED, entry will not be allowed without a personal gate access code.

### **5.5 GATE CODES**

1. One gate code will be assigned per household and you are responsible for its safe keeping at all times.
2. You are the ONLY person authorized to use this code –it should NEVER be given to anyone else (not your brother, case worker, neighbor, etc.) under any circumstance.
3. You must be physically present at the keypad when the code is used and enter the code into the keypad yourself.
4. This system allows us to see who has accessed the gates with a code and to verify who has entered the code via 2 cameras (one located at the keypad and one on top of the light pole).
5. If you allow someone other than yourself access to your code to enter the property, you will be in default of this addendum and are subject to having your code deleted from the system. If this happens, you will no longer be able to drive through the property or park inside the gates -you will have to park your vehicle in an authorized space outside of the gates and walk to your home.

6. Property Management will receive a report each day detailing which codes have accessed the gates the previous evening, and will randomly audit the access with the cameras.
7. Unauthorized use of the code assigned to you will result in a \$50 fine per occurrence, payable within 48 hours of the assessed fine.
8. TVN reserves the right to alter gate closure times.
9. Abuse of the gate code policies will result in termination of the code assigned to you.
10. Gate codes will be assigned to new neighbors on the day of move in.
11. In addition to a gate code, you may also purchase an RFID vehicle sticker for \$15 each.

## **5.6 INOPERABLE GATES**

In the event that the gate(s) become inoperable, either by abuse by you or your guest or by acts of God, TVN will work diligently with the gate company to make repairs as quickly as possible. Should the damage be caused by abuse {hitting one of the arm control units or barrier arms, vandalism to the keypad or cameras, etc.) cameras will be reviewed, and you may lose access to your code AND you could be responsible for the actual cost of the repairs.

By initialing below, you acknowledge and agree to the terms in Section 5.

**X** \_\_\_\_\_ Initial Here



# 6

## **RULES, REGS & INFO**

### **6.1 THINGS YOU NEED TO KNOW**

Basic rules to live by at The Village Nac:

1. Obey Civil Law
2. Pay rent
3. No Trespassing on any nearby property outside The Village Nac Boundaries
4. Maintain a reasonable standard of cleanliness
5. No Weapons allowed on the Property

#### **Laundry Facilities:**

There is a laundry facility on the property to the south of Village Central Hall. You may operate the washers and dryers as needed, or for an additional fee, you may choose to use an on-site laundry service.

#### **The Village Nac Property:**

Unauthorized use of any TVN property or theft of any TVN property or supplies on any of the 21 acres can result in charges being filed, restitution, and/or a 24 hr notice to vacate for repeated offenses. There are several areas, such as inside the maintenance shop and inside the pool fence, that residents are not permitted to enter unless expressly authorized by an TVN staff member. These areas can be identified by the notation of signage stating no entry.

#### **Animal Information:**

There is a Dog Park located on the property where you can take your animal and let them run off-leash within the park. **YOU MUST BE WITH YOUR ANIMAL AT ALL TIMES.**

Refer to section 2.4 of this contract for specific information regarding Service Animals and Pet Sitter Designation requirements.

**Mail Delivery:**

All mail is delivered to a USPS mailbox located in the hallway of Unity Hall. It is VERY important that you put your FULL address on your change of address and all correspondence (1188 CR 823 Nacogdoches, TX 75964). Mail that does not have your house number on it may be returned to the sender. You are the only person authorized to receive mail at this address. Mail sent to your house number with any other name on it will be returned to the sender.

**Extra storage/sheds:**

Storage sheds for personal items are not allowed on the property, and personal items cannot be stored under an RV or around the sides of any home. If you have more personal belongings than can fit into your home, you may rent an off-site storage unit at your own expense.

**Landscaping upkeep around homes:**

As a good steward of your home, you will be responsible for watering and general maintenance of the landscaping around your home. TVN pays for all water on the property. Once a resident has moved in, they will be advised on what to do for upkeep and how often to water.

**Cable TV/Internet:**

There is wireless internet access available to all (included in your rent). The network for the property is THE VILLAGE NAC. Wifi may not be accessible inside your home, but is accessible most places out on the property.

You can get cable TV on your own, or one of the plug in devices available for your TV. Any satellite dishes must be mounted on a pole and not on the home.

**Propane Tank Filling:**

If you live in an RV, you will be provided with specific instructions on how to get your propane tanks when empty and what the cost per tank is.

**Video Monitoring:**

There is real time video monitoring that is backed up to the cloud for a limited time. Video cameras are located throughout the community. The cameras are not there to find you doing something wrong. They are there for everyone's safety, and

if a security issue arises, we will attempt to get video verification. Our goal is to have a safe and unified neighborhood where we watch out for each other.

### **Trash Disposal:**

Outside of the main entrance gate on CR 823, there are large dumpsters available for your household trash. When disposing of food, please ensure that it is closed in a bag so that rodents and animals are not attracted. All household trash needs to be placed **INSIDE** the container, never left outside. There will be scheduled community trash pick-ups for resident trash bags that will be driven to and loaded into the dumpster outside of the gate. You may bring your personal trash to the dumpster at any time if your trash is not picked up at the scheduled time.

**\*\*PLEASE KEEP ALL DUMPSTER LIDS CLOSED TO KEEP CRITTERS OUT\*\***

Household trash should never be placed in the trash cans that are placed throughout the property. These round trash cans are meant for small miscellaneous items and should not be filled with household trash from residents.

### **Panhandling:**

As a resident of TVN, you will not be permitted to panhandle within 5 miles of the community. Panhandling is strongly discouraged.

### **Guests/Visitors:**

TVN is subsidized by donations/volunteers and the infrastructure is not designed for more than 250 people at any given time. While we want you to be able to have friends over, it is important to understand that those guests use resources that were subsidized for our residents use. For this reason, any guest or visitor staying overnight, anytime between 10pm and 6am, for 1 night or more, with a maximum total of 6 guest night stays per month, must have prior management approval and all fees paid in advance. Failure to request prior management approval will result in a \$25 fine + the night's stay. There will be a \$50 fee assessed **PER OCCURRENCE** for any visits that go over the maximum of 6 in a calendar month in addition to unreported fees and the \$5/night guest fee (potentially \$80 per occurrence). Abuse of this policy can result in a 30-day loss of overnight guests/visitors privileges. The only exception to the requirements of prior management approval and advance payment of fees for overnight guests and

visitors is for overnight stays by a resident's children and/or grandchildren that are 17 and under.

**ALL VISITORS THAT WILL HAVE A VEHICLE ON THE PROPERTY OVERNIGHT MUST OBTAIN A TEMPORARY VISITOR PARKING PERMIT FROM THE PROPERTY MANAGEMENT OFFICE.** Vehicles without parking permits are subject to tow and TVN will NOT be responsible for any charges associated with towing.

### **Cooking Inside Tiny Homes:**

All Apartments and Tiny Homes are supplied with a refrigerator, microwave, crock pot and coffee maker. No other cooking devices are permitted (such as hot plates, George Foreman Grills, griddles, popcorn poppers, etc.). Any cooking beyond the microwave or crock pot must take place in an outdoor kitchen.

### **Shared Spaces:**

There are many shared spaces throughout the Community. These include restrooms, showers, outdoor kitchens, laundry rooms, fire pits, sitting/gathering areas, gardens, amphitheater, dog park, BBQ grills, chapels, and recreational areas horseshoe pits, basketball court, fitness rooms, etc.).

As a good neighbor, you agree to clean up IMMEDIATELY after use of any of these locations so that others may use them after you. Fines will be assessed, starting at \$25.00 and going up depending on the severity of the mess left, for those who do not IMMEDIATELY clean up after themselves. Thank you for being a good neighbor!

### **Pest Control:**

Periodic pest control is included in your monthly rental rate. You need to have bug spray on hand, but we will assist if there is a major problem that needs to be addressed.

### **Fences and Gardens:**

At this time, we do not have plans for fences around any of the RV lots or homes. This may be reviewed at a later date. Small gardens will be permitted directly by your home.

### **Will the public be on the property on a regular basis?**

Yes, part of the subsidizing of rents is our volunteer groups. During any given week there could be many volunteers on the property assisting residents and management with a myriad of projects. There will also be activities, such as movie nights, where all residents will be encouraged to attend. There will be opportunities to earn income at these events in a variety of ways. All "public" activities will be posted so all residents are aware of dates and times.

### **Quiet time:**

Due to closeness of homes all residents will be subject to "quiet time" beginning at 10pm and going to 6am each day. During this time you are asked to turn the volume down on TV, radios and chatter. We want everyone to respect the rights of their neighbors to quiet enjoyment of their home. Outside property lights will dim at 10pm.

### **Will there be a community council?**

Yes, there is currently a Community Council that consists of 2 neighbors per neighborhood elected as representatives, 2 at large and 2 TVN staff. This Council is to be the 'voice' of the residents and will meet regularly.

### **Health Resource Center:**

The Health Resource Center is located in the same building as the Dining Hall, north of the Kitchen. You can schedule appointments for a variety of health services or work directly with your case manager to schedule appointments on and off the property.

### **The Village Nac is a Faith Based Organization. Will I be Required to Participate?**

No, we respect your rights to whatever your faith may be. However, there will be non-denominational services regularly at the Community Hall and we hope you will consider participating, regardless of your faith affiliation. We are all flawed and imperfect, and come from different starting points. Honest discussions about beliefs, doubts, fears, questions, etc. are strongly encouraged as part of the healing process. All are welcome here!

**Shuttle Service:**

A TVN vehicle will be available 3 times each day as needed to transport residents to town for work, grocery shopping, errands, visits, entertainments, etc.

If you do not have your own vehicle or arrangement for other transportation, you MUST wait for the TVN shuttle vehicle to leave the property. Due to the safety concerns expressed by adjacent neighbors to the Village Nac property, TVN residents are asked NOT to walk outside property boundaries within a 5 mile radius.

**The Village Nac Property Management Contact Information:**

Director – Constance Engelking (936) 615-3899 constance@TheVillageNac.com

Property Manager –

Missionary / Mentor –

Crisis Center –

Security –

By initialing below, you acknowledge and agree to the terms in Section 6.

**X** \_\_\_\_\_ Initial Here

**7**

**FEES & FINES**

**7.1 FEES&FINES**

To have a healthy, happy and safe community everyone needs to abide by the Rules & Regulations of Community First Village. For those that don't, fees and fines will be assessed as noted below. In some cases, fines may be combined if multiple violations occur at the same time. A warning violation ticket may be

issued before any actual fines are charged. Repeated violations could result in a 24 hour notice to vacate for violations of the CFV Rules & Regulations as per section 4.2 of your housing contract.

## **1.2 GUEST VIOLATIONS**

\$5.00 Reported overnight Guest Fee. One person= a guest night

\$25.00 Fine for UNREPORTED Guest PLUS an additional \$5 for the guest fee per person (\$30.00 total)

\$50.00 Fine for each Guests OVER the 6 night maximum PLUS an additional \$5 for the guest fee per person (\$55.00 total). If that guest is also UNREPORTED the total fine becomes \$80.00 per person per night

## **1.3 ANIMAL VIOLATIONS**

\$15.00 Fine for Dog-Off-Leash violation. This fine also includes any pet disturbances and / or leaving a pet tied to ANYTHING on the property.

\$20.00 Failure to pick up pet waste.

## **1.4 RENTS & LOCKS**

\$30.00 Late Fee charged on the 5th+ \$5 a day thereafter until RENT is paid in full.  
NOTE: All payments received are credited to NON-rent items first (fees & fines), so your balance will always be RENT

\$25.00 NSF Fee charged for a returned check/ automatic payment

\$30.00 Fee charged per lock for a Lock Change

\$10.00 Fee for Replacement Key

## **1.5 GOOD NEIGHBOR VIOLATIONS**

\$50.00 Fine for a Healthy Living Violation such as clutter/ unhealthy environment either inside or outside. If the issue(s) are not resolved within the time frame given, the fine will double. Failure to comply could result in removal of the clutter/ unhealthy items from the property as per section 4.2 of your housing contract.

\$75.00 Fine per occurrence for knowingly inviting or allowing someone onto the TVN property that TVN has removed from the property or who TVN has a CTW filed against them.

\$25.00 Fine for Failure to Clean Shared Space (bathrooms, laundry, showers, kitchens, etc.).

\$50.00 Fine for Public Urination/Defecation or improper disposal of human waste.

\$25.00 Fine for Parking in a fire lane, on the grass/rocks, on a path or in a handicap space without proper placard. If violation occurs anytime day or night, the vehicle is subject to be towed at the owner's expense.

\$15.00 Fine for Littering, including, but not Limited to, trash, cigarette butts, dumping cigarette containers, and dumpster diving.

\$20.00 Fine for failure to comply with Quiet Hours between 10pm-6am. This includes, but is not limited to, TV and music volume not turned down, talking loud either inside/outside, playing basketball, playing musical instruments, etc.

\$25.00 Fine for Disturbing the Peace. This includes, but is not limited to, yelling or screaming, harassing others, racial slurs, vulgar language, being naked outside your home, exposing yourself, etc. NOTE: verbal, physical, and/or behavioral threats will be taken seriously and could result in arrest and/or a 24 hour notice to vacate as per section 4.2 of your housing contract.

\$25.00 Fine for Public Intoxication. This involves being intoxicated outside your home, disturbing the rights and comforts of others while intoxicated, falling down while intoxicated, endangering yourself or others while intoxicated, and/or requiring assistance back to your home due to being intoxicated. NOTE: Repeated events can result in termination of your housing contract per 4.2 of your housing contract.

By initialing below, you acknowledge and agree to the terms in Section 7.

**X** \_\_\_\_\_ Initial Here



# 8

## Sign and Accept

### 8.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

**X** \_\_\_\_\_

Lessee

\_\_\_\_\_

Date Signed

**X** \_\_\_\_\_

Lessor

\_\_\_\_\_

Date Signed