

# Lease Contract Amendment to Add or Change a Roommate During Lease Term

*(This amendment is not intended for use after the original lease term has expired.)*

**1. Purpose of Amendment.** This is an Amendment to the Lease Contract ("Lease") dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year) between ("owner") \_\_\_\_\_ and ("residents") (list all original residents in paragraph 1 of the Lease) \_\_\_\_\_ on the dwelling located at \_\_\_\_\_, \_\_\_\_\_, in \_\_\_\_\_, Texas. The purpose of this Amendment is to (check one or both):  add a new resident, or  delete an existing resident who is moving or has already moved out. This Amendment should be attached to the Lease, and the new resident should be furnished with an original of the Amendment. Any person being released should be furnished with a copy.

**2. New Resident.** \_\_\_\_\_ ("new resident") may move into the dwelling as a resident under the Lease.

**3. Old Resident.** \_\_\_\_\_ ("old resident") (check one)  has moved out or  will move out. Upon move-out, old resident may no longer live in the dwelling. The old resident  is or  is not released from further liability under the Lease. If the old resident is not released, he or she will continue to be liable for all obligations under the Lease if the new or remaining residents fail to perform their obligations under the Lease.

**4. Remaining Residents.** The residents who earlier signed the Lease and are not moving out ("remaining residents") will continue to be liable under the Lease.

**5. Changeover Date.** New resident may move in on \_\_\_\_\_, \_\_\_\_\_ (year) ("change-over date"). Old resident will move out before that date.

**6. Security Deposit.** The security deposit will be handled as follows (check one or more as appropriate):

- Old resident will transfer his or her share of the existing security deposit to new resident, and new resident will be entitled to old resident's undivided share of any security deposit refund at the end of the Lease term or renewal period, less lawful deductions.
- Old resident will *not* transfer his or her share of the existing security deposit to new resident.
- Old resident will be entitled to a refund of \$ \_\_\_\_\_ of the existing security deposit within 30 days after old resident moves out (less lawful deductions), and such amount will be mailed to old resident at the forwarding address below.
- Old resident will be entitled to be a co-payee of any security deposit refund, less lawful deductions, within 30 days after all residents move out at the end of the Lease term.
- New resident will pay \$ \_\_\_\_\_ to owner as an extra security deposit, in addition to existing security deposits being held by owner.

**Resident or Residents (all sign below)**

Remaining resident (not moving out)	Date signed
Remaining resident (not moving out)	Date signed
Remaining resident (not moving out)	Date signed
Remaining resident (not moving out)	Date signed
Remaining resident (not moving out)	Date signed
New resident (who is moving in)	Date signed
Old resident (who is moving out)	Date signed
Old resident's forwarding address (street, city, state, zip)	

*You are entitled to receive a copy of this Amendment after it is fully signed. Keep it in a safe place.*

**7. Guarantors.** New resident will (check one):

- have the following guarantor(s) guarantee the Lease: \_\_\_\_\_; or
- not* have any guarantor guarantee the Lease. Any guarantor for old resident will (check one of the following if old resident has a guarantor):
- continue to be liable under the Lease until the end of the original Lease term; or
- be released from liability under the guaranty when this Amendment becomes effective.

**8. Damages and Charges.** New resident accepts the dwelling in the condition existing at the beginning of the Lease term according to the move-in inventory signed by the original residents. Security deposit deductions, if any, will be made regardless of whether damages or charges occurred before or after the changeover date and regardless of which resident, occupant, or guest may have been at fault.

**9. Late Fees.** The following late fee provision will become a part of the Lease and supersede any conflicting provisions therein.

We won't impose late fees until at least the fourth day of the month. If you don't pay rent in full on or before the \_\_\_\_\_ day of the month at 11:59 p.m., you will pay us the following initial late fees immediately and without demand in addition to rent:

\_\_\_\_\_ percent of the monthly base rent  
**OR**  
 \$ \_\_\_\_\_.

In addition to the initial late fees, we may impose daily late fees of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the monthly base rent per day thereafter until rent and late fees are paid in full.

**10. Existing Keys.** Old resident (check one)  has turned over or  will turn over his or her key(s) and access device(s) to (check one):  new resident,  remaining residents,  owner, or  not applicable.

**11. Rekeying.** The dwelling has a *keyless* deadbolt (keyless bolting device) on each exterior entry door. Owner is not required to rekey *keyed* locks when roommates are added or changed; but new resident and remaining residents can require rekeying at their expense. New resident and remaining residents (check one)  do or  do not require that exterior door(s) be rekeyed when old resident moves out. If neither is checked, no rekeying is required. If required, the rekeying charge will be \$ \_\_\_\_\_.

**12. Effective Date.** This Amendment becomes effective when all of the following occur (except to the extent that owner has waived any requirement in writing):

- new resident has completed and signed a Rental Application;
- any guarantors required under paragraph 7 have completed, signed, and returned a Lease Guaranty to owner;
- owner has approved the Rental Application of new resident and the Guaranty by any guarantor;
- new resident complies with paragraph 6 regarding security deposits; and
- this Amendment is signed by all parties.

**13. Signatures on Lease Unnecessary.** When this Amendment becomes effective, new resident's name and signature will be deemed as inserted in paragraph 1 and on page 8 of the Lease. Therefore, it will not be necessary for anyone to sign or initial the Lease itself. Signature of a resident who has already moved out in violation of the Lease is not necessary.

**14. Binding Agreement.** New resident and any guarantor acknowledge(s) that he or she has received a copy of the Lease or has read it. New resident agrees to be bound by the Lease just as if he or she signed the Lease at the beginning of the Lease term.

**15. Other Provisions.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Owner or Owner's Representative (sign below)**

\_\_\_\_\_  
Date signed