

TEXAS RESIDENTIAL LEASE AGREEMENT

201 East Commerce Street, Unit 7 | San Antonio, Texas 78205

This Residential Lease Agreement ("Lease") is entered into by the Landlord identified below and Joel Panchevre ("Tenant"). The parties intend a bona fide residential tenancy. This Lease becomes binding when all material blanks are completed and both Landlord and Tenant sign it.

LEASE SUMMARY	AGREED TERMS
LANDLORD	<u>Samuel Panchevre</u>
TENANT	Joel Panchevre
PREMISES	201 East Commerce Street, Unit 7, San Antonio, Texas 78205
INITIAL TERM	18 months: <u>05/01/2026</u> through <u>10/31/2027</u>
MONTHLY RENT	\$1,250.00, due on the 1st day of each month
RENEWAL RENT	3% increase at each successive 12-month renewal
INCLUDED UTILITIES	Electricity, water, sewer, gas if supplied, trash/recycling, and basic internet
SECURITY DEPOSIT	<u>\$1,250.00</u> Parking: <u>No assigned parking</u>

1. PARTIES AND AUTHORITY. Landlord is the owner of the Premises or is legally authorized by the owner to lease and manage the Premises. Tenant is Joel Panchevre. Ariel Molina, Tenant's minor child, is an authorized occupant but is not a tenant, guarantor, or person responsible for rent. No occupant is required to sign solely because the occupant is a minor.

2. PREMISES AND RESIDENTIAL STATUS. Landlord leases to Tenant the dwelling known as 201 East Commerce Street, Unit 7, San Antonio, Bexar County, Texas 78205, together with lawful access to entrances and residential common areas (the "Premises"). Landlord represents that the unit may lawfully be occupied as a residence and that any required certificate of occupancy, inspections, condominium approvals, and life-safety approvals have been obtained or will be obtained before possession. This is a residential lease, not a hotel, lodging, or transient-occupancy agreement.

3. TERM AND POSSESSION. The initial term is eighteen (18) months beginning 05/01/2026 (the "Commencement Date") and ending at 11:59 p.m. on 10/31/2027. Landlord will deliver possession, working keys/access credentials, and a habitable dwelling on the Commencement Date. If lawful possession cannot be delivered within five days, Tenant may terminate and receive a prompt refund of all prepaid rent and deposit.

4. RENT AND PAYMENT. Tenant will pay monthly rent of ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$1,250.00), without demand, on or before the first day of each month at ACH transfer to Landlord or by another written method designated by Landlord. Rent for a partial first month will be prorated on a daily basis.

4.1 Late fee. If rent remains unpaid for two full days after it is due, Tenant will owe one late fee of \$60.00. No late fee may be charged or collected except as permitted by Texas Property Code Section 92.019. A dishonored payment fee may not exceed \$35.00 or the actual bank charge, whichever is less.

5. RENEWAL AND ANNUAL INCREASE. Unless either party gives at least sixty (60) days' written notice before the end of the then-current term, this Lease renews for successive twelve-month terms. At the start of each renewal term, monthly rent automatically increases by exactly three percent (3%) over the immediately preceding monthly rent, rounded to the nearest cent. Rent will not otherwise increase during a fixed term without a written agreement signed by both parties.

6. INCLUDED UTILITIES AND SERVICES. The rent includes ordinary residential electricity, water, sewer, gas if supplied to the unit, trash/recycling service, and basic building internet or Wi-Fi. Landlord will keep included utility accounts active and pay the providers when due. Tenant pays for personal telephone service, premium internet or television upgrades, and separately requested services. Tenant will use utilities reasonably and may be charged only for documented, extraordinary consumption caused by misuse after written notice and a reasonable opportunity to correct it. Essential services may not be interrupted except as allowed by law or during a genuine emergency or necessary repair.

7. SECURITY DEPOSIT. Tenant will pay a security deposit of \$1,250.00. The deposit secures lawful charges under this Lease and is not advance rent. Landlord may deduct only for unpaid amounts and damage beyond normal wear and tear, subject to Texas law. After Tenant surrenders possession and provides a forwarding address, Landlord will return the balance and any required written itemization within the time required by Texas Property Code Chapter 92.

8. RESIDENTIAL USE AND OCCUPANCY. The Premises will be Tenant's private residence. Tenant may conduct incidental remote work that creates no customer traffic, employees, signage, inventory, nuisance, zoning violation, or increased insurance risk. Tenant will not use the Premises for transient rentals, short-term lodging, unlawful activity, or any purpose inconsistent with residential occupancy. Landlord may not treat Tenant or the minor occupant as hotel guests or require relocation between units except by a later written agreement.

9. CONDOMINIUM, HOTEL, AND COMMON-AREA RULES. Tenant may use residential entrances, elevators, mail/package areas, and other common areas customarily provided to residents. Any condominium declaration, homeowners' association rule, hotel-residence rule, parking rule, or amenity rule binding Tenant must be delivered before signing and listed in Section 22. Later rules must be reasonable, written, uniformly applied, and may not materially reduce Tenant's contracted residential rights or increase rent without Tenant's written agreement.

9.1 Access and quiet enjoyment. Landlord will provide reliable residential access at all hours. Hotel operations, events, construction, and commercial activity must be managed so they do not unreasonably interfere with Tenant's peace, privacy, safety, sleep, or lawful use of the Premises.

10. CONDITION, REPAIRS, AND MAINTENANCE. Landlord will comply with non-waivable repair duties under Texas law and maintain structural components, plumbing, electrical systems, HVAC, supplied appliances, locks, security devices, smoke alarms, and legally required carbon-monoxide alarms in safe working order. Tenant will keep the Premises reasonably clean, dispose of waste properly, use fixtures carefully, and promptly report leaks, unsafe conditions, pests, or needed repairs. Tenant is responsible for damage caused by Tenant, occupants, or guests beyond normal wear and tear, but not for latent defects, ordinary deterioration, or building-system failure.

10.1 Repair notices. Routine requests may be sent to Samuel Panchevre - (210) 980-2020. Emergency maintenance number: (210) 980-2020. Notice under this paragraph does not limit any method or remedy available under Texas law.

11. MOVE-IN CONDITION AND ALTERATIONS. Within seven days after receiving possession, Tenant may deliver a written move-in condition report and photographs. Landlord's acceptance or failure to dispute the report within seven additional days will make it evidence of move-in condition, without waiving hidden defects. Tenant may not make structural changes, repaint, replace locks, or install fixtures without written consent. Landlord may not unreasonably withhold consent for ordinary child-safety devices that can be installed without material damage.

12. CHILD AND LIFE-SAFETY PROTECTIONS. Because a minor child will occupy the Premises, Landlord will deliver exterior doors, windows, balconies, guardrails, stairs, electrical devices, and supplied appliances in code-compliant condition. Landlord will disclose known hazards and promptly address loose railings, unsafe windows, exposed wiring, active water intrusion, mold-producing leaks, peeling paint, and other conditions that materially affect health or safety. Tenant will provide age-appropriate supervision, use supplied safety features, and notify Landlord promptly of hazards. This paragraph does not make Tenant responsible for code compliance or waive Landlord's legal duties.

12.1 Pool, balcony, and restricted areas. If the property has a pool, roof deck, balcony, fitness room, service corridor, commercial kitchen, or construction area, Landlord will provide legally required barriers and posted safety rules. Tenant will ensure the minor occupant is appropriately supervised and will not permit entry into staff-only or construction areas.

13. ENTRY AND PRIVACY. Except in an emergency, to prevent property damage, in response to Tenant's request, or when otherwise authorized by law, Landlord will give at least twenty-four (24) hours' reasonable notice before entry and will enter at reasonable times. Entry must be for a legitimate purpose such as repair, inspection, showing during the final sixty days, or compliance with law. Landlord will not enter excessively or use hotel master-key access to interfere with Tenant's privacy or quiet enjoyment.

14. GUESTS, ANIMALS, PARKING, AND SMOKING. Guests are permitted for ordinary social visits. A person staying more than fourteen consecutive nights or thirty total nights in any six-month period requires Landlord's written consent, not to be unreasonably withheld. Pets are not permitted unless authorized in a written addendum; assistance animals are governed by applicable law. Smoking and vaping are prohibited inside the Premises and in areas where building rules prohibit them. Parking, if included, is: No assigned parking.

15. ASSIGNMENT AND SUBLETTING. Tenant may not assign this Lease or sublet all or part of the Premises, including through a short-term rental platform, without Landlord's prior written consent. Any approved replacement tenant or assignee must sign written documentation acceptable to Landlord, but Landlord may not impose obligations inconsistent with applicable law.

16. INSURANCE AND PERSONAL PROPERTY. Landlord's insurance does not insure Tenant's personal property, temporary living expenses, or personal liability. Renter's insurance is strongly recommended but is not required unless the parties complete a separate written insurance addendum before signing. Each party remains responsible for loss caused by that party's negligence or intentional conduct, subject to law. Nothing in this Lease releases Landlord from liability that cannot lawfully be waived.

17. CASUALTY AND INTERRUPTION. If fire, water, construction failure, governmental order, or another casualty materially impairs habitability and Tenant did not cause the condition, rent will abate to the extent the Premises cannot reasonably be used. If restoration cannot reasonably be completed within thirty days, either party may terminate by written notice, subject to Texas law, and Landlord will refund unearned prepaid rent and the refundable deposit less lawful deductions unrelated to the casualty.

18. DEFAULT AND REMEDIES. A party is in default after materially failing to perform this Lease and failing to cure within any notice and cure period required by this Lease or law. Landlord may pursue possession, unpaid rent, and other lawful remedies only through procedures allowed by Texas law. No lockout, utility interruption, seizure of property, waiver, penalty, acceleration, or self-help remedy is authorized except to the extent expressly permitted by non-waivable law. Acceptance of a partial payment does not waive a written default unless Landlord states so in writing.

19. EARLY TERMINATION RIGHTS. Nothing in this Lease limits statutory termination, relocation, or lock-change rights involving family violence, certain sexual offenses or stalking, military service, serious habitability defects, or other rights that cannot be waived. Any agreed early termination not based on a statutory right must be in a writing signed by both parties and must state the move-out date and financial terms.

20. EXPIRATION, HOLDOVER, AND SURRENDER. Tenant will surrender the Premises, keys, access devices, and supplied property when this Lease ends, ordinary wear and tear excepted. If Tenant remains with Landlord's consent after the term ends without a renewal, the tenancy becomes month-to-month at the last lawful rent plus three percent (3%), and either party may terminate it with at least thirty days' written notice unless law requires more. Holding over without consent does not create a new tenancy.

21. NOTICES. Formal notices must be written and delivered personally, by a trackable delivery service, or by another method permitted by law to the addresses stated in this Lease. Courtesy copies may be sent by email. Email alone is sufficient only when the receiving party acknowledges receipt or the applicable law and this Lease permit it. Either party may update contact information by written notice.

22. ENTIRE AGREEMENT AND ATTACHMENTS. This Lease and checked attachments are the entire agreement concerning the tenancy. Changes must be written and signed by Landlord and Tenant. If an attachment conflicts with this Lease, the more specific signed term controls unless it unlawfully waives a protected right. No unsigned advertisement, oral statement, hotel policy, or house rule changes the Lease. Required or agreed attachments:

☐ Move-In Condition Form ☐ Building/Condominium Rules ☐ Parking Addendum ☐ Pet/Assistance-Animal Documentation ☒ Lead-Based Paint Disclosure (if applicable) ☐ Other: _____

23. TEXAS LAW; SEVERABILITY; COPY OF LEASE. Texas law governs, and venue lies in Bexar County unless law requires otherwise. A court may sever an unenforceable provision without invalidating the remainder. Headings are for convenience only. Electronic and counterpart signatures are effective to the extent permitted by law. No term waives a right or duty that Texas Property Code Chapter 92 makes non-waivable. Landlord will provide Tenant a complete signed copy no later than the third business day after all parties sign.

DISCLOSURES, SAFETY NOTICES, AND SIGNATURES

LEAD-BASED PAINT STATUS (LANDLORD MUST CHECK ONE)

- ☐ The housing was constructed after 1977 or is otherwise exempt from the federal disclosure rule.
- ☒ The housing is covered by the federal disclosure rule. Before Tenant is obligated, Landlord has attached the completed federal Lessor's Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards, provided all available records and reports, and delivered the EPA pamphlet Protect Your Family From Lead in Your Home.
- ☐ Construction date is not yet confirmed. The parties will not sign until Landlord determines whether the federal disclosure requirements apply and supplies any required disclosure and pamphlet.

SMOKE ALARM NOTICE: TENANT MUST NOT DISCONNECT OR INTENTIONALLY DAMAGE A SMOKE ALARM OR REMOVE ITS BATTERY WITHOUT IMMEDIATELY REPLACING IT WITH A WORKING BATTERY. TENANT MAY BE SUBJECT TO DAMAGES, CIVIL PENALTIES, AND ATTORNEY'S FEES UNDER SECTION 92.2611, TEXAS PROPERTY CODE, FOR FAILURE TO COMPLY.

LANDLORD'S DELIVERY AND SAFETY CERTIFICATION. On or before possession, Landlord will verify that legally required smoke alarms, carbon-monoxide alarms if required, exterior door locks, window locks, security devices, guards/railings, and supplied appliances are installed and operating; that Unit 7 is approved for lawful residential occupancy; and that Tenant has received all keys, access credentials, and attached building rules.

FINAL COMPLETION ITEMS. Before signing, the parties must complete the Landlord identity and notice information, lease dates, security deposit, payment instructions, repair contacts, parking term, and applicable attachment checkboxes. Blank terms are not agreements and should not be filled after signing without both parties' written initials.

EXECUTION

By signing below, each party acknowledges that the blanks applicable to that party have been completed, the party has read this entire Lease and its attachments, and the party agrees to be legally bound as of the last signature date.

LANDLORD Legal name: <u>Samuel Panchevre</u> Authorized signature: _____ Printed name/title: <u>Samuel Panchevre - Owner / Landlord</u> Date signed: _____ Notice address: <u>215 Center St., Unit 2002</u> City/State/ZIP: <u>San Antonio, TX 78202</u> Email: <u>spanchevre@gmail.com</u> Phone: <u>(210) 980-2020</u>	TENANT Tenant: Joel Panchevre Signature: _____ Date signed: _____ Email: _____ Phone: <u>(210) 875-6569</u> AUTHORIZED MINOR OCCUPANT Ariel Molina (minor child)
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LEASE COPY ACKNOWLEDGMENT. Tenant received a complete copy signed by all parties on _____. Tenant initials: _____ Landlord initials: _____

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**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.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing. Describe what is known:

(ii)^{SP}_____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (initial (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. List documents below:

(i)^{SP}_____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment

(c) Lessee has (initial (i) or (ii) below):

(i) _____ received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed above.

(ii) _____ not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.

(d) _____ Lessee has received the pamphlet Protect Your Family from Lead in Your Home (initial).

Agent's Acknowledgment (initial or enter N/A if not applicable)

(e) ^{N/A}_____ Lessor's Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

(f) ^{N/A}_____ Lessee's Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.¹

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessor	Date	Lessee	Date
Lessor	Date	Lessee	Date
Lessor's Agent	Date	Lessee's Agent ¹	Date

Paperwork Reduction Act

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2070-0151). Responses to this collection of information are mandatory (40 CFR 745). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 0.12 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address."

¹ Only required if the lessee's agent receives compensation from the lessor.