

Buyer's Temporary Residential Lease

ADDENDA | TXR 1911 | TREC 16-7

FITZ & CO. REAL ESTATE

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Contract Addenda & Related Forms

TREC effective 01/05/2026

What this form is for

Designed for transactions when buyer will temporarily occupy the property before closing. Not to be used in transactions where buyer's occupancy before closing is expected to exceed 90 days. Not to be used in complex transactions or to create "lease purchases." Designed to be used even when buyer will occupy the property before closing for only a few days. Seller becomes landlord and buyer becomes tenant. Parties therefore must comply with the Property Code provisions relating to Landlord/Tenant (e.g., smoke detectors, condition, repair remedies, and the like).

Key sections and how to complete the form

Use the form in order. The sections below explain the main decisions, blanks, disclosures, or deadlines the form is designed to address. Complete the actual form from the transaction facts and the instructions printed on the current version.

1. Parties

The parties to this Lease are (Landlord) and (Tenant).

2. Lease

Landlord leases to Tenant the Property described in the Contract between Landlord as Seller and Tenant as Buyer known as (address).

3. Term

The term of this Lease commences and terminates as specified in Paragraph 18.

4. Rental

Rental will be \$ per day. Upon commencement of this Lease, Tenant shall pay to Landlord the full amount of rental of \$ for the anticipated term of the Lease (commencement date to the Closing Date specified in Paragraph 9 of the Contract). If the actual term of this Lease differs from the anticipated term, any additional rent or reimbursement will be paid at closing. No portion of the rental will be applied to...

5. Deposit

Tenant has paid to Landlord \$ as a deposit to secure performance of this Lease by Tenant. If this Lease is terminated before the Closing Date, Landlord may use the deposit to satisfy Tenant's obligations under this Lease. Landlord shall refund to Tenant any unused portion of the deposit together with an itemized list of all deductions from the deposit within 30 days after Tenant (a) surrenders possession of the...

6. Utilities

Tenant shall pay all utility connections, deposits and charges except , which Landlord shall pay.

7. Use Of Property

Tenant may use the Property only for residential purposes. Tenant may not assign this Lease or sublet any part of the Property.

8. Pets

Tenant may not keep pets on the Property except .

9. Condition Of Property

If this Lease is terminated prior to closing, Tenant shall surrender possession of the Property to Landlord in its present condition, as improved by Landlord, except normal wear and tear and any casualty loss.

10.ALTERATIONS: 11.SPECIAL PROVISIONS: 12.INSPECTIONS: Landlord may enter at reasonable times to inspect, replace, repair or complete the improvements. Tenant shall provide Landlord door keys and access...

15. Indemnity

Tenant indemnifies Landlord from the claims of all third parties for injury or damage to the person or property of such third party arising from the use or occupancy of the Property by Tenant. This indemnification includes attorney's fees, costs and expenses incurred by Landlord.

16. Insurance

; POSSESSION OF THE PROPERTY BY BUYER AS TENANT MAY CHANGE INSURANCE POLICY COVERAGE. 17. DEFAULT by Landlord, to commence and diligently pursue to remedy such failure, Tenant will be in default.

18. Termination

19. Holding Over

to renew or extend this Lease. Tenant shall pay \$ per day during the period of any possession after termination as damages, in addition to any other remedies to which Landlord is entitled. 20. ATTORNEY'S FEES this Lease is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

21. Smoke Alarms

Related forms and resources

These documents may connect to this form depending on the property, financing, occupancy, disclosure requirements, or other facts of the transaction. Open the related resource to see what it does and how it is completed.

1-4 Family Residential Contract (Resale)

TXR 1601 · TREC 20-19

Review when: Commonly connected to 1-4 Family Residential Contract (Resale) when the facts described for this form apply.

New Home Contract (Incomplete construction)

TXR 1603 · TREC 23-20

Review when: Commonly connected to New Home Contract (Incomplete construction) when the facts described for this form apply.

New Home Contract (Complete Construction)

TXR 1604 · TREC 24-20

Review when: Commonly connected to New Home Contract (Complete Construction) when the facts described for this form apply.

Farm & Ranch Contract

TXR 1701 · TREC 25-17

Review when: Commonly connected to Farm & Ranch Contract when the facts described for this form apply.

Residential Condominium Contract (Resale)

TXR 1605 · TREC 30-18

Review when: Commonly connected to Residential Condominium Contract (Resale) when the facts described for this form apply.

Use the current official form

This page explains the form; complete the current official TREC version for the transaction. Form shown in this resource: **TREC 16-7**.

Need further assistance?

For transaction-specific questions, contact your broker or **Broker Rochelle Fitzgerald** at Fitz & Co. Real Estate.

Educational resource

For educational purposes only. Agents should verify current forms and consult with their broker when needed.

Fit & Co. Texas Resource Center | Educational resource. Use the current form version for the transaction.

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