

# EAST TEXAS FURNITURE LEASING

1906 CAPITAL DR. – TYLER, TEXAS 75701  
(903) 581- 0364 – FAX (903) 509- 4227

<b>DATE:</b>	<b>Set Up On:</b>
_____	_____
<b>CUSTOMER NAME:</b>	<b>PHONE #:</b>
_____	_____
<b>ADDRESS:</b>	<b>APT #:</b>
_____	_____
<b>CITY &amp; STATE:</b>	<b>ZIP CODE:</b>
_____	_____

**LEASED ITEMS – OR – APTS – FURNISHED**

ITEM	COUNT	DESCRIPTION	ITEM	COUNT	DESCRIPTION
Sofa			Headboard		
Chair		And/or	Night Stand		
Loveseat			Dresser		
End Table			House wares		
Cocktail Table			Mattress		Queen
Dinette Table			Frame		
Chairs			Lamps		
T.V.			Other		
T.V. Stand			Misc		

1. Receipt is hereby acknowledged for the sum of \$\_\_\_\_\_ tax \$\_\_\_\_\_ Total \$\_\_\_\_\_ as payment for the first month's rent ( ), prorated rent(). Receipt is also acknowledged for the sum of \$\_\_\_\_\_ as delivery fee and \$\_\_\_\_\_ as security deposit. The deposit will be refunded within 30 days upon the termination of the lease and upon compliance by Renter with all of its conditions.

2. Renter agrees to pay the sum of \$\_\_\_\_\_ Tax \$\_\_\_\_\_ Total \$\_\_\_\_\_ monthly to East Texas Furniture Leasing. Renter further agrees to rent the property delivered for a minimum of 3 months commencing on the date of delivery. The next rental payment will be due \_\_\_\_\_. Should Renter terminate this rental agreement prior to the expiration of the term, the full deposit shall be forfeited as part of East Texas Furniture Leasing's damages.

3. RENTER SHALL NOT MOVE ANY OF THE RENTED FURNITURE FROM THE ABOVE ADDRESS WITHOUT FIRST OBTAINING CONSENT FROM EAST TEXAS FURNITURE LEASING.

4. Any time after the primary rental period, the said East Texas Furniture Leasing shall, if it so desires, retake its property, by giving fifteen days advance notice, thereof to Renter. Renter shall likewise, at any time after the said primary rental period, if Renter desires to return said property, give East Texas Furniture leasing fifteen days advance notice thereof.

5. Renter shall bear all risks of damage or destruction or loss of the furniture, from whatever cause or source arising, except only normal wear.

6. Upon failure by Renter to comply with any of the agreements herein set out, East Texas Furniture leasing may enter the premises wherein rented property is located and take possession of same, and Renter shall bear the cost of any damage or expense resulting therefore including reasonable attorney's fees. Renter hereby specifically authorizes East Texas Furniture leasing to enter into the building in which such rented property is located and remove same and specifically authorizes all landlords, owner, and other custodians of such property to permit such entry as follows: I HEREBY AUTHORIZE YOU TO ALLOW EAST TEXAS FURNITURE LEASING TO ENTER MY RESIDENCE IN ORDER TO TAKE POSSESSION OF THE FURNITURE BELONGING TO THEM. I HEREBY HOLD YOU HARMLESS FOR ANY AND ALL

**DAMAGES TO OR LOSS OF MY PERSONAL PROPERTY AND I FURTHER AGREE TO BEAR THE COST OF ANY DAMAGE OR EXPENSES RESULTING THEREFROM INCLUDING REASONABLE ATTORNEY FEES.**

7. Renter further agrees to hold East Texas Furniture Leasing harmless for any claims of any person whatsoever for damages to their person or property arising or growing out of the location, condition, or use of said property, while said property is in possession of the Renter.

8. The rent shall be due on 1st day of every month. Renter shall be charged a late fee of \$10.00, if payment has not been received within ten (10) days of the due date, plus an additional \$1.00 per day thereafter until account is paid current. Upon being 10 days late in payment, Renter must call the office to give an exact date payment will be made. Owner reserves the right to pick up the furniture when payment has not been timely made and the deposit will be forfeited. There will be a \$20.00 check handling charge for any check returned by Renter's bank for any reason.

9. Owner shall have the privilege of inspecting the leased furniture at reasonable times. In the event that in the reasonable judgment of Owner, the leased furniture is being abused, damaged, or misused, Owner may elect to terminate this lease and take possession of the leased furniture forthwith. Such termination shall create no right of Renter to refund of prepaid rent, if any, nor shall it extinguish Owner's right of compensation for such damage or for unpaid rental.

10. **WARRANTIES** – No expressed or implied warranties, whether of merchantability or fitness for any particular use or otherwise shall apply to any product rented or sold by us.

AGENT	SIGNATURE OF RENTER (APPLICANT)	DATE
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Ch. 429, 65<sup>th</sup> Legislature – Regular Session – THEFT OF RENTAL SERVICES, CHAPTER 429, S.B. NO. 489. An Act relating to theft of rental services and providing for presumption of intent to avoid payment under certain circumstances, amending Section 31.04 Penal Code; and declaring an emergency.

Be it enacted by the Legislature of the State of Texas: Section 1. Section 31.04, Penal Code, is amended 56 to read as follows: "Sec. 31.04 Theft of Services" (a) A person commits theft of services if, with intent to avoid payment for services that he knows is provided only for compensation: (1) he intentionally or knowingly secures performance of the service by deception, threat, or false token; (2) .... "(3) having control of personal property under a written rental agreement, he holds the property beyond the expiration of the rental period without the effective consent of the owner of the property, thereby depriving the owner of the property of its use in further rental. "(b) .... "(1) .... "(2) .... "(c).... "(d) .... "(e) An offense under this section is "(1) .... "(2) .... "(3) .... "(4) a felony of the third degree if the value of the service stolen is \$200 or more but less than \$10,000; (2 years confinement and a fine not to exceed \$5,000 upon conviction). Passed the senate on May 12, 1977; Yeas 31, Nays 30; May 30, 1977, senate concurred in house amendments by a viva-voce vote: passed in the house, with amendments, on May 28, 1977, by a non-record vote. Approved June 15, 1977. Effective August 29, 1977, 90 days after date of adjournment.

**ASSIGNMENT:** This agreement may be sold, transferred and assigned by owner without restriction. Renter has no right to assign, sublease, or transfer his rights herein without the written consent of owner.

**OWNER'S RIGHT TO ENTER AND TAKE POSSESSION:** The owner and its agents, upon the termination of this agreement, are specifically authorized to enter upon any premises where the property may be found and to take possession of and remove the property without liability, and owner and its agents are hereby released and discharged from any claim or cause of action in or relating to entry and taking possession, and renter agrees to indemnify owner and its agents for all costs, expenses, and damages occurring directly or indirectly from, or related to the taking possession and the removal of said property.

**RENTER HAS NOT RIGHT TO SELL, MORTGAGE, PAWN, PLEDGE, ENCUMBER, OR DISPOSE OF SAID PROPERTY. TO DO SO IS A BREACH OF THIS AGREEMENT, AND RENTER SHALL BE SUBJECT TO PROSECUTION FOR "THEFT BY BAILEE", A FELONY OFFENSE.**

**TIME IS OF THE ESSENCE OF THIS AGREEMENT**

This rental agreement may be modified, varied, altered, or extended, or the agreements on conditions hereof waived, only by agreement in writing executed by the Owner. Renter acknowledges receipt of said property in satisfactory operating condition.

**INSURANCE:** Owner carries no insurance on the above rental property.

**DAMAGES:** Renter is fully responsible for the loss, theft, or destruction of said property from all causes whatever and agrees to pay to the owner the fair market value of the property in such event. In the event of damage and/or partial destruction from any cause whatsoever, renter agrees to pay to the owner a reasonable cost of repair to said property.

**I HAVE READ AND UNDERSTOOD THE ABOVE RENTAL AGREEMENT**

Renter \_\_\_\_\_

Renter \_\_\_\_\_

Commencement Date of Rental Term \_\_\_\_\_ Date \_\_\_\_\_ 20 \_\_\_\_\_

**Ch. 429, 65<sup>th</sup> LEGISLATURE – REGULAR SESSION  
THEFT OF RENTAL SERVICES  
CHAPTER 429 – S.B. No. 489**

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Be it enacted by the Legislature of the State of Texas:

Section 1, Section 31.04, Penal Code, is amended 56 to read as follows:

Sec 31.04 Theft of Service

“(a) A person commits theft of services if with intent to avoid payment for the services that he knows is provide only for compensation:

“(1) he intentionally or knowingly secures performance of the service by deception, threat, or false token;

“(3) having control of personal property under a written rental agreement, he holds the property beyond the expiration of the rental period without the effective consent of the owner of the property, thereby depriving the owner of the property and its use in further rentals.

“(e) An office under this section is:

“(4) A FELONY OF THE THIRD DEGREE if the value of the service stolen is \$200 or more but less than \$10,000 (2) years confinement and a fine not to exceed \$5,000 upon conviction).

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