

SHORT TERM RENTAL AGREEMENT

Bahama Breeze Beach House - South Padre Island
123 East Bahama
South Padre Island, TX 78597
Landlord/Property Manager: Denise Unruh/Thomas Unruh
P: 210.464.7832

**ALL INFORMATION
MUST BE COMPLETE**

It is hereby agreed that _____ (the "GUEST") accepts all of the terms of this Agreement and shall rent from Denise/Thomas Unruh (the "AGENT" / "OWNER") on a short-term basis the property known as Bahama Breeze Beach House ("PROPERTY" / "PREMISES"), located at 123 E. Bahama, South Padre Island, TX 78597, CHECK-IN on _____ and continuously through CHECK-OUT _____ "LEASE PERIOD") for the rental amount paid in advance by credit card as outlined below.

A. GUEST INFORMATION: *All information required*****

GUEST NAME: _____
ADDRESS: _____
CITY/STATE/ZIP: _____
PHONE: _____
CELL PHONE: _____
DRIVERS LICENSE #: _____
EMAIL ADDRESS: _____

****Maximum Occupancy of Fourteen*****

Adults: _____ **# Children:** _____
Ages: _____

Guest #01: _____ **Guest #07:** _____
Guest #02: _____ **Guest #08:** _____
Guest #03: _____ **Guest #09:** _____
Guest #04: _____ **Guest #10:** _____
Guest #05: _____ **Guest #11:** _____
Guest #06: _____ **Guest #12:** _____
Guest #13: _____
Guest #14: _____

Vehicles: _____ **License #1:** _____
License #2: _____
License #3: _____
License #4: _____
(Include State & License Tag #)

B. TERMS OF PAYMENT:

Total Rental Breakdown

- a. Gross Rental Amount Base = \$ 0.00
- b. Sales Tax (13%) \$ 0.00
- c. Cleaning / Linen Fee \$ 0.00
- d. Subtotal \$ 0.00 (due 60 days prior to checkin date)
- e. Refundable Security/Damage Deposit \$ 0.00 (due at time of reservation)
- f. **Total Due \$ 0.00**

C. SECURITY/DAMAGE DEPOSIT. Security deposit will be held in savings account by AGENT and will be refunded by mail within 30 days of move-out at landlord's discretion and election. There is a 60 - DAY CANCELLATION NOTICE required. Cancellations made less than 60 days prior to check-in result in tenant forfeiting the deposit. Cancellations made more than 60 days prior to check in will result in a \$100 cancellation fee deducted from the security deposit. If tenant violates the terms hereof Landlord shall deduct costs from Security Deposit and seek additional costs, expenses, and damages against Tenant if applicable and landlord will bill any additional costs for damages to tenant's credit card. Tenant shall not hold over the premises, shall be a trespasser for any hold over, and will owe rent equal to three times the amount stated above as Rent for any hold over period. Security Deposit shall pay for any additional cleaning, damage or repair costs, and then any unpaid rent. It is mandatory that all keys be returned.

D. CREDIT CARD & IDENTITY. **(REQUIRED)** In the event the above conditions are not met and the security deposit is insufficient to compensate for the damages, the GUEST shall pay AGENT whatever sum is necessary to do so. In addition, the AGENT also requires a VISA or MASTERCARD number to be held for security purposes.

Proof of Identity: **Photo Copy Driver's License and Return via Fax – 210.499.5731**

___ VISA ___ MASTERCARD

Name on Card: _____

Billing Address: _____

City/State/Zip: _____

Account Number: _____

Expiration Date: _____

Verification Code (3-digits on signature line): _____

Signature: X _____

The signature above confirms the GUEST has agreed to all the terms of this Agreement. Guest has provided the above information as a guarantee to pay all rental payments or outstanding charges and accept all liability for damages beyond normal wear and tear during the term of this Agreement. If GUEST fails to do so, GUEST understands that these costs will be charged to GUEST'S credit card and all credit card sales are final!

E. FEES: A charge of \$100.00 per un-returned key or unreturned/damaged Garage Door Opener will be made. A charge of \$500.00 per un-returned/damaged Poolside remote will be made. Tenant shall abide by all rules and requests stated by Landlord or Manager.

Initial _____ Date _____

CHECK-IN is between 3:00 and 5:00 PM Central Time and CHECK-OUT is by 10:00 AM Central Time. No refunds for early check-out. There is a \$200.00 late fee for late check out, which will be deducted from Security Deposit if not paid. Tenant will allow unit to be shown to prospective tenants with proper notice. No smoking is allowed anywhere in the units, garages, game room, storage room, or laundry room. No pets are allowed.

F. PETS. GUEST **HAS NOT** made arrangements to bring a pet and are not allowed on the PROPERTY. GUEST recognizes that violation of these terms shall constitute the right of termination pursuant to this AGREEMENT. GUEST further agrees to be responsible for all costs and expenses due to any damage caused by or on account of his/her pet(s). GUEST recognizes that pet hair on furnishings will be considered damages.

G. CANCELLATION/REFUND POLICY. You may cancel your reservation up to 60-days prior to your arrival which must be in writing and all rents and deposits will be returned less a \$100.00 administrative fee. In the event a reservation is cancelled within 60-days prior to your arrival, no refund of rents paid will be made until the cancelled period is re-rented and confirmed. If the PROPERTY is not re-rented, all rents and taxes paid shall be forfeited as damages. If the cancelled period is re-rented, any rent and taxes paid will be refunded less a \$100.00 administrative fee and any discount necessary to re-rent. Rescheduling from a higher rental rate week or date to a lower rental rate week or date will remain at the higher rental rate unless the original higher rental rate week or date is re-rented and confirmed. A \$50.00 administrative fee applies to all rescheduled dates. Trip cancellation insurance is recommended. No shows, late arrivals and early departures are non-refundable. No refunds shall be provided for early departure, malfunctions in equipment (ie pool, spa, televisions, stereo, etc) or weather conditions.

H. CHECK-IN/CHECK-OUT. Check in on the date of arrival is **no earlier than 3:00 pm and check-out at departure is no later than 10:00 am** (all times are Central Time Zone), unless previous arrangements are made. Check-in after 5:00 pm is available with an additional \$30 fee which will be deducted from the security deposit unless previously arranged payment is made.

I. DOUBLE BOOKINGS. Double bookings are rare. In the event that GUEST(S) reservations for property overlaps or matches the reservation of another tenant, Agent(s) reserve the right to relocate GUEST(S) to a different property within the Agent(s) rental program or that of another company. Every effort will be made to ensure that the replacement property is reasonably comparable to the original property booked. Agent(s) shall have the sole right to select such replacement property. Agent(s) agrees to pay any additional charged due in excess of the rental payments, and refund any amounts paid by GUEST(S) in excess of the replacement property rental amount. GUEST(S) will have the option to (1) accept the replacement property or (2) reject the replacement property and receive a refund of all rents and fees paid for the property. GUEST(S) agree that GUEST(S) choice between these alternatives will be GUEST(S) sole remedy for any and all damages, liability, or inconvenience arising out of the double booking.

J. USE OF PROPERTY. It is understood and agreed between the parties that the premises shall be used and occupied for leisure and vacation only and for no other purpose without the prior written consent of the AGENT. GUEST agrees that it will not use or permit any person to use the premises for any use or purpose in violation of the laws of the United States, the State of Texas, or of any other lawful authorities.

K. VIOLATIONS/DISTURBANCES. GUEST(S) understands and agrees that Agent(s) accept families and responsible adults over the age of 21 only. GUEST(S) also agrees that the premises shall not be occupied by more than the number of people stated in the Agreement. If the property is occupied by more than the number of people stated at the time of check-in, an additional fee will be charged. GUESTS and all other occupants will be required to vacate the property immediately, with complete forfeiture of security deposit for any of the following violations: (a) Use of property for any illegal activity including, but not limited to, the possession, serving or consumption of alcoholic beverages by or to any

person less than 21 years of age; (b) consumption or use of any illegal substances; (c) loud music and/or disruptive behavior, (d) causing damage to the property or to any neighboring properties; (e) any other acts which may interfere with the neighbors' quiet enjoyment of their property.

L. RIGHT OF ENTRY. GUEST(S) agree that Agent(s) reserves the right to enter the property anytime to investigate disturbances, check occupancy, check for damage, to make such repairs, alternations or improvements thereto as Agent(s) may deem appropriate. In the event that the property is on the market for sale, AGENT may find the need to show the property during GUEST'S visit. AGENT will make every effort to schedule the showing at a convenient time and not interrupt your vacation. Showings will be done by next day notification.

M. CLEANING REQUIREMENTS/INSPECTION. The property will be thoroughly inspected (indoors/outdoors) following each and every rental. GUEST is expected to leave the property in the same clean condition in which it was found. Satisfactory inspection of the property will result in a total refund of the security/damage deposit no later than 30 days of the departure date. Failure to clean excessive spills in the oven or refrigerator will result in additional charges.

N. TAXES. As required by the State of Texas, the total amounts due include collection of a thirteen percent (14.5%) sales tax on all fees for goods and services charged to GUEST. Taxes are subject to change.

O. FURNISHINGS. Property is equipped and furnished to the Owner's taste and are set up for light housekeeping. Mattress pads, pillows, blanket and bedspreads are provided. A fully equipped kitchen, TV and VCR, stereo/CD player, deck furniture, grill, and more are provided for the GUEST.

P. ALCOHOLIC BEVERAGES. No drinking of alcoholic beverages to persons under twenty-one (21) is allowed. Should a GUEST(S) or guest of a GUEST under the age of 21 be arrested for underage drinking at the property or should Agent observe a GUEST(S) or guest of a GUEST under the age of 21 drinking alcoholic beverages, this Agreement shall be terminated and the GUEST(S) evicted at the option of the Agent(s). Illegal drug use is prohibited. Kegs are not permitted on the property.

Q. MAINTENANCE. Service requests due to appliance and mechanical failures will be responded to as quickly as possible. Please notify AGENT immediately in order for prompt action to be taken. There are no rebates or refunds issued to GUEST for short-term appliance or mechanical failures for any reason as every good faith effort is made to insure the property is maintained to highest standards.

R. GRILLING. Grilling is permitted only on the grill provided in the back yard. A minimum fee of \$75 may be charged for pressure washing if grill is used without grill mat causing grease stain or moved and grease is spilled from the BBQ Grill on the outside patio.

S. LOCKED AREAS. GUEST is not permitted a key to certain locked areas which OWNER may keep as personal storage areas. These areas are exempt from this Agreement and are off limits to the GUEST. Forced entry into these areas is cause for immediate termination and GUEST will be charged for damage and/or missing items.

T. LOST, STOLEN OR ABANDONED ARTICLES. AGENT shall have no responsibility for lost, stolen or abandoned items. There will be a \$25.00 fee plus shipping for any returned items.

U. LIMITATION OF LIABILITY. If GUEST does not personally inspect premises prior to signing this Agreement, GUEST will have no claim or recourse against AGENT whatsoever and shall not be entitled to any refund of advanced rent payments or taxes. In the event AGENT is unable to deliver said property to GUEST under this Agreement prior to occupancy because of fire, eminent

domain, act of God, double booking, delay in construction or any other reason whatsoever, GUEST hereby agrees that AGENT'S sole liability as a result of these conditions shall not exceed a full refund of all consideration previously tendered by GUEST. Pursuant to the terms of this AGREEMENT, GUEST expressly acknowledges that in no event shall AGENT be held liable for any consequential or secondary damages.

V. UTILITIES. The AGENT shall be responsible for the payment of all utilities and services, unless otherwise amended in writing.

W. ASSIGNMENT & SUBLETTING. GUEST may not assign this AGREEMENT or sublet any portion of the premises they have booked.

X. TELEPHONE. AGENT does provide telephone service for local calls only.

Y. FIREWORKS, FIREPLACE, FIREWOOD & CAMPFIRES. Fireworks and all forms of fires other than grilling are strictly prohibited.

Z. SMOKING. Property is a non-smoking home. Violation of this policy will result in complete forfeiture of security deposit (and rental fee in case of eviction). This includes the wooden balcony.

Smoking guests are welcome to smoke on the driveway or back patio (please ensure cigar/cigarette butts are properly extinguished and disposed of in fireproof receptacle – NEVER throw butts/matches in the yard).

AA. ACKNOWLEDGMENT, ACCEPTANCE AND ASSUMPTION OF RISKS: Guest acknowledges and understands that the Agent makes no warranties, either expressed or implied, as to the safety of the Premises occupied and/or used by the Guest. This document provides and imparts sufficient warning that dangerous conditions, risks and hazards exist at the premises. The Guest acknowledges, accepts and assumes all such dangerous, risky and hazardous conditions in exchange for the right of entry.

BB. RELEASE OF LIABILITY AND INDEMNIFICATION. Guest realizes there are both natural and man-made risks and hazards associated with being at the Beach. The man-made hazards associated the Beach experience includes such things as slippery shower stalls, stairs, swimming pool and spa facilities, and hot stoves. Guest agrees and understands that Agent assumes no liability for the Guest's safety when he or she is exposed to hazardous conditions, whether natural or man-made. Guest agrees to release and hold the Agent harmless from any liability for personal injuries or property damage sustained while staying at the rental. Cumulative of the foregoing, Guest agrees to indemnify and hold Agent harmless from any and all actions or causes of action, claims, demands, liabilities, losses, damages, injuries, costs or expenses of whatever kind or nature, including cost of litigation, attorneys' fees and reasonable expenses in connection therewith, for injury to Guest and/or for damage to or loss of the Guest's property while on the Ranch, whether or not such action, claim, demand, loss, injury or damage claim shall be valid or groundless, and whether or not it was caused by the Agent's negligent or grossly negligent conduct. The term "injury" as used herein also covers death. The release and indemnification provisions of this paragraph are binding upon the Guests, his or her heirs, successors and assigns and the estate. The release and indemnification provision of this paragraph covers all claims for wrongful death under the Texas Civil Practice and Remedies Code.

The undersigned, for himself/herself, his/her heirs, assignors, executors and administrators, fully releases and discharges OWNER and AGENT from any and all claims, demands and causes of action by reason of injury or whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result of, or in connection with the occupancy of the property including, but not limited, to any claim or liability for personal injury or damage or theft of property which is made, incurred or sustained by GUEST. GUEST agrees to hold OWNER and

AGENT free and harmless and to defend OWNER and AGENT from any liability for damages, including costs and attorney's fees of OWNER, for any claim or suit arising there from. In any action concerning the rights, duties or liabilities of the parties to this Agreement, their principals, agents, successors, or assignees the prevailing party shall be entitled to recover reasonable attorneys fees and costs.

The landlord and owner shall not be liable to tenant or tenant's employees, patrons or visitors, for any damage to person or property caused by the act of negligence of any other tenant, patron or visitor of said PROPERTY or due to the building on said PROPERTY or any appurtenances thereof, being improperly constructed or being or becoming out of repair, nor for any damages from any defects or want of repair of the building of which the leased PROPERTY form a part, but, the tenant accepts such PROPERTY as suitable for the purposes for which same are leased and accepts the building and waives defects therein and agrees to hold the owner harmless from all claim for such damages.

CC. UNLIMITED RELEASE AND INDEMNIFICATION: The Guest's releases and indemnity obligations extended hereby and the liabilities assumed herein by this Agreement shall be without monetary limits. Also, by executing this Agreement, the Guest expressly agrees to release and indemnify Agent from and against the consequences of Agent's conduct, whether or not the conduct is negligent or grossly negligent, whether or not the negligence is active or passive, and whether such negligence is the sole cause or a proximate cause occurring jointly and concurrently with the Guest or with others. Guest further covenants and agrees that Guest shall not make any claim or institute any suit or action at law or in equity against the Agent or Agent's respective heirs, agents, representatives, employees, successors or assigns.

DD. DURATION OF AGREEMENT: The provisions, covenants, conditions and indemnities contained in this Release shall survive the term of Guest's stay at the PROPERTY.

By signing this Agreement, I represent and warrant that (a) I have had ample opportunity to read this Agreement and have done so; (b) I fully understand and voluntarily agree to each term of the Agreement; (c) I have the authority to sign this Agreement for each person listed below; (d) I am under no duress or requirement to sign this Agreement; (e) I have not been induced to sign this Agreement by the statement or conduct of the Agent; and (g) I have the mental competency to understand and enter into this Agreement.

GUEST UNDERSTANDS AND AGREES THAT IF IT IS DISCOVERED THAT MORE THAN THE INDICATED NUMBER OF PEOPLE IN YOUR PARTY EXCEEDS THAT LISTED ABOVE, AGENT RESERVES THE RIGHT TO DEMAND IMMEDIATE EVICTION AND TERMINATION OF THIS AGREEMENT. ALL DEPOSITS AND FEES ARE FORFEITED.

GUEST: x _____ Date: _____

AGENT: x _____ Date: _____

Initial _____ Date _____

BAHAMA BREEZE BEACH HOUSE RULES

We work hard to maintain our house and our family uses it as a second home. We enjoy sharing our home and ask that you respect our property. Please use common sense and common courtesy when you are our guest.

1. We provide a propane grill for our guests to use. Do not move the grill from it's location on the back patio. If the grill is moved or used without the provided grill mat and grease spills on the deck, please wash off immediately. You will incur a charge to pressure wash the deck if a grease stain is found after you check out. Min. charge for pressure washing the cool deck is \$75.
2. If you spill anything on the patio furniture or the patio deck or front balcony, please wash off with the water hose provided. This will ensure a bug free area.
3. No lifeguard on duty. Swimming is strictly at your own risk.
4. Do not adjust the pool equipment or heater. If you have a problem with the pool or spa please call us at the numbers provided.
5. There is a noise ordinance in effect after 10 pm and before 7 am. Please be a good neighbor and keep noise down at all times. Many neighbors work and live here permanently. If the neighbors call the police to the house due to a violation of this ordinance, YOU WILL BE ASKED TO LEAVE IMMEDIATELY WITHOUT A REFUND.
6. All guests are required to rinse off sand before getting into the pool to avoid damage to the pool pump and excessive pump filter cleaning. If additional filter cleaning is required or any damage occurs to any pool equipment due to excessive sand, you may be held responsible.
7. Maximum occupancy is 14 guests. Approval must be obtained from the owner for additional guests. An additional guest fee may be charged at the discretion of the owner.
8. This is a smoke free home. Please do not smoke anywhere inside the home or enclosed balcony. A sand filled pot is located on the back patio for smokers. If anyone in your party smokes in the house or enclosed balcony, an additional cleaning fee will be deducted from your security deposit for airing out and cleaning the home.
9. You will be held responsible for damages due to a violation of any rules or irresponsible misuse of the property. We understand that regular wear and tear of items causes breakage. Please report any damaged or nonfunctioning items in the home or you may be charged for these items.

I, _____, have read the house rules on _____, 20__ and hereby agree to these terms. I agree to inform my entire party of these requirements and will take enforcement and financial responsibility for my group of following guests listed on page 1 of the contract.

Initial _____ Date _____