

RESIDENTIAL LEASE AGREEMENT
206 Jenson Point Dr., Palacios, TX

This Residential Lease Agreement is entered into by and between **Paul Thuman** hereinafter referred to as "Lesser", and _____, hereinafter referred to as "Lessee".

For zero dollars (\$0.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Lesser and Lessee do hereby covenant, contract and agree as follows:

1. **GRANT OF LEASE:** Lesser does hereby lease unto Lessee and Lessee does hereby rent from Lesser the personal residence located at **206 Jenson Point Dr., Palacios, Texas.**

2. **TERM OF LEASE:** This lease shall commence on the ____ day of _____, 2009, and extend until the day of _____ 2009. Lesser grants Lessee an option to renew for and additional days at a negotiated rent if applicable.

3. **RENTAL PAYMENTS:** Lessee agrees to pay unto Lesser as the rent the sum of \$_____ during the term of this lease, said sum being due on or before the 1st day of lease which sum shall be payable at **120 Colby LN , Azle , Texas 76020.**

Each rental payment shall be prepaid at the beginning of each lease. Lessee shall also deposit the sum of **\$250.00** for a 2-3 night rental or **\$300.00** for more than 3 nights upon execution of this lease to be held by Lesser as a deposit for any damages to the premises upon the expiration of this lease. (See policies and restrictions for more info.) Lessee shall be liable to Lesser for all damages to the leased premises not covered by Lessers insurance upon the termination of this lease.

4. **WHAT YOU SHOULD BRING:** Plan on packing your personal toiletry items including insect repellent. Since we provide only a limited supply of toilet paper, paper towels and other dispensable items to get you started on your first few days of your vacation, you should plan on making a trip to the grocery store to replenish these items as you need them

5. **LESSEE'S COVENANTS:** It is agreed and understood by Lessee the following:

- (a) that the leased premises shall be used only as a private dwelling and for no other purposes whatsoever. Lessee shall comply with all Zoning Ordinances, Protective Covenants and Deed Restrictions
- (c) that **NO PETS** of any kind shall be allowed upon the leased premises. Failure to abide by this paragraph will result in immediate eviction without prior notice and forfeiture of all prepaid rent and deposits.
- (d) Lessee(s) shall be at least the age of 21 to enter into this agreement. Any tenants or guests of tenants who are under the age of 21 must be accompanied by an adult over the age of 21
- (e) That **no smoking** shall be allowed within the facilities.
- (f) Lessee(s) shall be respectful of neighbor's property and keep within the boundaries of 206 Jenson Point Dr., Palacios, TX
- (g) **SLEEPING CAPACITY/DISTURBANCES:** renters and all other occupants will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following: A.) Occupancy exceeding the sleeping capacity stated on the reservation confirmation. B.) Using the premises for

any illegal activity including, but not limited to, drug use, the possession, serving or consumption of alcoholic beverages by or to persons less than 21 years of age. C.) Causing damage to the premises rented or to any of the neighboring properties. D.) Any other acts which interferes with neighbors' right to quiet enjoyment of their property.

- (h) That Lessee shall maintain the premises in good condition during the continuance of this agreement and shall neither cause nor allow any abuse of the facilities therein, and upon the termination or expiration thereof shall redeliver the property in as good condition as at the commencement of the term or as may be put in during the term, reasonable wear and tear from use and obsolescence accepted. Property will be inspected, sanitized and cleaned after your departure. The rental fee you have paid will provide for four hours of normal cleaning so that you can enjoy your vacation up to the last moment. **YOU ARE REQUIRED** to leave the property in the same general condition that you received it by making sure, dishes are done and put away, and the home is generally picked up and ready to be vacuumed, dusted and sanitized. If additional cleaning is required, appropriate charges will be deducted from your security deposit at the rate of \$25 per hour. (See policies and restrictions for more info.)
- (i) that Lessee is and shall be responsible and liable for repayment within ten (10) days to Lesser for Lesser making repairs and or replacements that may be required for injury or damage to the leased premises, equipment or facilities, or kitchen appliances therein, if any, wherein the cause is due either to misuse or negligence by Lessee's family or any other person or persons whom Lessee invites or permits to be in or about the leased premises.
- (j) that Lessee shall pay the expenses for replacing all keys, which are lost or damaged. (See policies and restrictions for more info.)
- (k) that Lessee shall not make or cause to be made any changes, alterations, additions or attach any objects of permanence to portions of the building or do anything that might cause injury or damage to the leased premises without the written consent of Lesser.
- (l) that all personal property placed in or upon the leased premises, or in any storage room, shall be at the risk of the Lessee, or the parties owning same, and Lesser shall in no event be liable for the loss or damage of any such property.
- (m) Hold Harmless: The Lesser does not assume any liability for loss, damage or injury to persons or their personal property. The Lesser does not accept liability for any inconveniences arising from any temporary defects or stoppage in supply of water, dish TV, VCR, appliances, electricity or plumbing. Nor will the Lesser accept liability for any loss or damage caused by weather conditions, natural disasters, acts of God, or other reasons beyond my control. This includes catastrophes due to hurricane, tornado, earthquake, flood, act of terrorism, etc. If a catastrophe occurs, the Lesser is not responsible for finding alternate lodging for the lessee or lessee's financial losses related to transportation or alternate lodging.
- (n) that Lesser retains a landlord's lien on all personal property placed upon the premises to secure the payment of rent and any damages to the leases premises.

6. **RIGHTS AND PRIVILEGES OF LESSOR:** Lesser shall have the following rights in addition to all other rights given by the law of the State of Texas:

(a) the right to enter the leased premises at all reasonable times for the purpose of inspecting the same and/or showing the same to prospective tenants or purchasers, and to make such reasonable repairs and alterations as may be deemed necessary by Lesser for the preservation of the leased premises or the building and to

remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this agreement.

(b) Lesser will keep the premises in a habitable condition and will be responsible for repairs to the premises, other than minor repairs, which shall be the responsibility of Lessee.

(c) Lesser, it's agents and employees shall not be liable to any person for any damages of any nature which may occur at any time on account of any defect in the leased premises, the building in which the leased premises are situated or the improvements therein, whether said defect exists at the time of execution of this lease or arises subsequent hereto and whether such defect was known or unknown at the time of such injury or damage, or for damages from fire, wind, rain or any other cause whatsoever, all claims for such injuries and damages being specifically waived by Lessee.

(d) Lesser shall not be responsible or liable for any accident or damage to automobiles, persons, or any other equipment or persons utilizing parking facilities upon the leased premises. The failure of Lesser to insist upon the strict performance of the terms covenants, and agreements hereto shall not be construed as a waiver or relinquishment of Lesson's right thereafter to enforce any such term, covenant, or condition but the same shall continue in full force and effect.

7. **INSURANCE AND DESTRUCTION OF PREMISES:** Hazard and fire insurance shall be acquired and maintained by Lesser, the proceeds of which shall be payable to Lesser. In the event the leased premises shall be destroyed or rendered totally uninhabitable by fire, windstorm, or other cause beyond the control of Lesser, then this agreement shall cease and terminate as of the date of such destruction, and the rental shall then be accounted for between Lesser and Lessee up to the time of such damage or destruction of said premises is the same as being prorated as of that date. In the event the leased premises are damaged by fire, windstorm or other cause beyond the control of Lesser so as to render the same partially uninhabitable, but repairable within a reasonable time, then this lease shall remain in force and effect and the Lesser shall, within a reasonable time, restore said premises to substantially the condition the same were in prior to said damage, and there shall be an abatement in rent in proportion to the relationship the damaged portion of the leased premises bears to the whole of said premises.

8. **TERMINATION OF LEASE:** See policies and restrictions for more info.

If Lessee fails to comply with any of the terms, conditions, or covenants contained in this agreement, including the payment of rent and amounts due by Lessee for damages or injuries to the leased premises, then upon giving twenty-four (24) hours written notice, Lesser may terminate this lease and re-enter and retake possession of the leased premises, but no such termination of this lease or recovering possession shall deprive Lesser of any other action or remedy for possession, for rent, or for damages. Notice of termination shall be delivered to Lessee at the address of the leased premises, by United States Mail, postage prepaid. In the event that Lesser employees an attorney to collect any rents or other charges due hereunder by Lessee or to enforce any of Lessee's covenants herein or to protect the interest of the Lesser hereunder, Lessee agrees to pay a reasonable attorney's fee and all expenses and costs incurred thereby.

9. **ASSIGNMENT OR TRANSFER:** Lessee shall not have the right or power to transfer, assign or sublease this lease or any provision thereof without the express written consent of Lesser.

10. **HEIRS AND ASSIGNS:** It is agreed and understood that all covenants of this lease shall succeed to and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto, but nothing contained herein shall be construed so as to allow the Lessee to transfer or assign this lease in violation of any term hereof.

11. **ENTIRE AGREEMENT:** This agreement contains the entire agreement between the parties hereto and neither party is bound by any representations or agreements of any kind except as contained herein.

WITNESS THE SIGNATURE(S) this the ____ day of _____, 20____.

LESSOR(S)

LESSEE(S)

POLICIES AND RESTRICTIONS

1. **Reservations:** All reservations are tentative until a security deposit is received. A credit card must be used to secure a reservation. Once a deposit is received, (checks must clear bank first) then a confirmation will be sent to the renter. Entire payment must be received 1 week prior to the reserved dates. Once payment is made, keys will be released.
2. **Fees:** There is no cancellation fee if a reservation is cancelled 5 days prior to the reserved date. Any cancellations within 5 days, there will be a \$30.00 cancellation fee. If keys are lost, there is a \$15.00 lost key fee. If property is not cleaned and left in the original condition, there is a \$50.00 cleaning fee.
3. **Damages:** If damages occur to the property or any tangibles associated with the property, the security deposit is forfeited. If damages exceed the amount of the deposit, then renter agrees to pay in full either the repair costs or replacement cost. If any tangibles on the property are missing, then renter agrees to the replacement of such item(s).
4. **Security Deposit:** A security deposit is required. \$250 for a 2-3 night stay or \$300 for more than 3 nights. Once an inspection of the property is completed, then the security deposit will be returned minus any fees.
5. **Rain Checks:** Rain checks will only be given if there is a threat of a tropical depression, storm, or hurricane and there has been an evacuation notice given for the Palacios area. If the evacuation occurs during the stay, then the reservation will be pro-rated for the days missed. If the rain check occurs before the reservation, then a full rain check will be allowed. Rain checks are only issued on the first available date. **NO REFUNDS WILL BE ISSUED.**

6. **Personal Property:** Renter agrees that any loss or damage of renter's personal property is the responsibility of the renter.
7. **Pets:** Absolutely no pets are allowed. If evidence of pets is discovered, then renter forfeits the entire security deposit even if there is no damage caused by pets.
8. **Smoking:** Absolutely no smoking allowed within the facilities
9. **Mechanical Breakdowns:** If renter discovers a mechanical breakdown of any appliance, renter will notify Lessers and Lessers agree to repair the appliance as soon as possible. No refunds will be issued because of mechanical breakdowns.
10. **Check In and Out Times:** Check In time is 4:00 PM and Check Out Time is 12:00 PM. Lessee can make arrangements with Lesser for special times, if available. Late Check Outs will incur a prorated fee of the daily rent by the hour.

Lessee

Date

APPLICATION

NAME(S): _____ AGE: _____

S.S.# _____ DRIVER'S LICENSE #: _____

MAILING ADDRESS: _____

CITY: _____ STATE & ZIP: _____

PHONE: _____ CELL NO.: _____

VEHICLE LICENSE #: _____ MAKE: _____

MODEL: _____ Email: _____

OF ADULT TENANTS:_____ # OF CHILDREN:_____

NOTE* A photocopy of your driver's license is required. Include a list of names of all persons who will use the facility along with their age.**

TYPE OF PAYMENT: PayPal **Electronic CHECK or CREDIT CARD**

PAYMENT MUST BE RECEIVED 48 HOURS PRIOR TO LEASE DATE.

I or we, the undersigned, do hereby declare that all information provided on this application is true and no false statements, whether verbal or written, have been made.

Lessee(s)

Date

Lessee(s)

Date