

VACATION RENTAL LEASE AGREEMENT

This rental agreement is entered into by and between the renter, _____ hereinafter referred to as "**TENANT(S)**" & Phil and Terri Foxall / TNPVacations LLC, hereinafter referred to as "**OWNER**" on this ____ day of _____, 20__ . This agreement constitutes a contract between the **TENANT(S)** and **OWNER**. Please read this Vacation Rental Lease Agreement thoroughly. Any money received by owner for occupancy of vacation property indicates the acceptance of the terms and conditions of this Vacation Rental Lease Agreement. It is the responsibility of the **TENANT(S)** to be familiar with all policies within this agreement. This occupancy will be in the form of a Vacation Rental only and not constitute a permanent or primary residence or other tenancy.

Rental Property physical address: **Ocean Reef Cottages**
ADDRESS PROVIDED UPON BOOKING
Rockport, Aransas County, Texas 78382

TERM OF LEASE: The lease begins at 4 p.m. CST on _____ (the "Check-in Date" and ends at 11 a.m. CST on _____ (the "Check-out Date").

MAXIMUM OCCUPANCY: The maximum number of overnight guests for this property is limited to ten (10 persons. Maximum occupancy for this property shall not exceed ten (10 persons at any time. If **TENANT** exceeds the maximum occupancy, **TENANTS** and any and all of their guests are subject to immediate removal and forfeiture of their security deposit and rental payment.

SMOKING: Smoking includes cigarette, cigar, pipe, vape and any other smoking method. This is a **NON SMOKING** property. No smoking is allowed **inside or within 50 feet** of any opening to the home whatsoever. Any **TENANT** or their guests not adhering to the No Smoking policy will result in automatic forfeiture of security deposit, eviction and the fine imposed.

PETS: Pets are not allowed on the property at any time and violation of this policy will result in automatic forfeiture of security deposit, eviction from the property and the fine imposed.

RENTAL RULES: **TENANT** agrees to abide by the **Rental Unit Rules** attached as **Exhibit A** at all times while at the property and shall cause all members of the rental party and anyone else **TENANT** permits on the property to abide by the following rules at all times while at the property. Exhibit A is attached hereto, and incorporated herein for all purposes.

DAMAGE/RESERVATION DEPOSIT: A damage/reservation deposit of \$_____ is required. This must be received within seven (7) days of booking the reservation. Deposit will be held in a non-interest bearing account. The damage/reservation deposit automatically converts to a security/damage deposit upon arrival. The security/damage deposit is NOT applied toward rent; however, it is fully refundable within (14) days of departure, provided the following provisions are met:

- a) No damage is done to property or its contents, beyond normal wear and tear.
- b) No charges are incurred due to contraband, pets, smoking, or collection of rents or services rendered during the stay.
- c) No excessive cleaning required. All debris, rubbish and discards are placed in the trash can and soiled dishes are cleaned.
- d) No excessive utility charges are incurred.

- e) No linens/towels are lost, damaged or stolen.
- f) All keys are returned and the house is left locked.
- g) The TENANT (or any of TENANT'S visitors) does not violate a house rule in Exhibit A and is not evicted by the owner (or representative of the owner), or the local law enforcement.

PAYMENT: Payment equal to 100% of the rental rate is required to confirm reservations. Please make payments in the form of bank money orders, or cashier's checks, made payable to TNP Vacations LLC. Credit/Debit Card payments will be accepted via PayPal for a small fee. Other payment methods may also be available and agreed upon by both parties. The advance payment is not a damage deposit.

Rental rate and fees are as follows:

Rental Rate	\$ _____
Less Discount (If Applicable)	\$(_____)
Cleaning Fee	\$ _____
Sub-Total Rental Cost	\$ _____
% County/State Tax (See Exhibit "C" for tax breakdown and required statement)	\$ _____
Total Rental Cost	\$ _____
Reservation/Damage Deposit	\$ _____
Pet Deposit (If Applicable)	\$ _____
TOTAL Due	\$ _____
TOTAL Paid	\$ _____
Balance Due	\$ _____

CANCELLATIONS: To receive a full refund of rent and deposits, the TENANT must cancel at least thirty (30) days before the check-in date in writing. To be eligible for a 50% refund of rent, the TENANT must cancel between 14-30 days before the check-in date in writing. TENANT'S canceling 14-30 days before the check-in date will forfeit the reservation deposit. Cancellations made in less than 14 days are not eligible for a refund and the TENANT will forfeit 100% of the Rental cost and deposit. Cancellation or early departure does not warrant any refund of rent.

ADDITIONAL CHARGES: All "normal" utilities are included. In addition, a "Smart" television; and wireless Internet are included. **TENANT** will be charged additional fees for the following:

- Fines associated with rules violations in accordance with Exhibit A
- Cable or application charges for any programming, application or service ordered without approval of the OWNER.

- Fines or summons imposed by Aransas County or the State of Texas as a result of you or your guests actions.
- Fines as imposed by the Ocean Reef HOA as a result of you or your guests actions.
- Any damage to the house or its contents.
- Excessive electricity usage.

FALSIFIED RESERVATIONS: Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit, and/or rental money, and the party will not be permitted to check-in. A government issued ID is required for all reservations.

GUEST/PARTIES/NOISE: The **TENANT** must supervise their guest(s) while on the premises. Noise in the house must be kept at a reasonable level as not to cause a disturbance to the neighbors or general public. In no event may the maximum occupancy (as listed on this agreement) be exceeded without written consent. Guest acknowledges that noise monitors and external video cameras are in use. Quiet Hours between 10:00pm-7:00am daily.

CLEANING: A cleaning fee of \$_____ is required with the reservation and is payable with the balance of the rent. This constitutes 3 hours of cleaning service after the tenant's departure. No cleaning service is provided during the tenant's stay. Cleaning service charges in excess of \$_____ dollars will be deducted from the Security Deposit. Rates include a one-time linen-towel preparation, bed sheets setup, toilet paper, and paper towels. On departure leave all used beds stripped and unmade. All used towels should be placed in a pile with the used bedding. All dinnerware, pots, and pans should be cleaned and placed in the cabinet. The dishwasher should be loaded and started prior to departure. Please discard used food from the cabinets and refrigerator. **TENANT** will be charged for excessive linens and/or unwashed dishes. Trash should be removed from the house and placed in the proper receptacle outside. Additional check out instructions are found in "Exhibit B" and should be adhered to. Exhibit B is attached hereto and incorporated herein for all purposes.

MAINTENANCE: It is expected that major systems in and around the house will break down from time to time such as air conditioning, washer, dryer, refrigerator, etc. **OWNER** will attempt to repair the problem as soon as possible upon notice by the **TENANT**. **OWNER** assumes no liability to **TENANT** if such should occur as all products have a useful life and break down occasionally.

ILLEGAL DRUGS: Under no circumstances shall any illegal drugs be allowed on the property. **TENANT** understands that possession and use of any such substance is grounds for immediate eviction and forfeiture of payment. **TENANT** further waives any and all rights to recourse against the **OWNER** for enforcing this clause.

TENANT RESPONSIBILITIES: All occupants are required to perform "Normal" household duties that include but are not limited to:

- Cleaning of individual and guest dishes
- Notification to **OWNER** of any damages or problems with the property
- Locking of all doors and windows when **TENANT** leaves the house.

SUBLETTING/ASSIGNING/OCCUPANCY: There shall be no subletting of the premises. The **TENANT** shall occupy and use the premises as a vacation rental only and not use the premises for any business, professional, unlawful or hazardous purpose.

REPAIRS: The **OWNER** must be notified immediately if you discover any item that needs attention.

END OF TERM: At the end of the term, the **TENANT** shall leave the premises clean and in good condition, remove all **TENANT** property, and repair all unreasonable damages caused during their stay.

HOLD HARMLESS AND INDEMINTY: **OWNER** of rental property shall not be liable for any damages and/or injury to **TENANT** and/or their guest(s), or their personal property due to **TENANT'S** acts, actions or neglect. **TENANT** agrees to hold **OWNER** harmless against any claim for damage and/or injury due to **TENANT'S** act or neglect or their guests act or neglect.

QUIET ENJOYMENT: **TENANT** and their guests agree not to violate quiet enjoyment and privacy of the surrounding neighbors. **OWNER** is not responsible for the actions of other property owners in the area, as we have no control over their actions.

WEATHER / ACTS OF GOD: **OWNER** is not responsible for any weather conditions, acts of god or nature, or any force majeure that happen during **TENANT'S** stay on premises and no refunds will be made unless a mandatory evacuation order from the proper authority is given for the affected area.

CONSTRUCTION: **OWNER** is not responsible for any actions of other property owners or the HOA.

UNFORSCEN CONDITIONS: If any unforeseen conditions or problems with the house arise prior to or during **TENANTS** stay, **OWNER** reserves the right to either refund **TENANTS** payment pro-rate or place **TENANT** in a comparable house with the same amenities, bedroom, etc. Such unforeseen conditions could be the following but are not limited to, hurricanes, storms, vandalism, flood, etc. **OWNER** assumes no responsibility for such unforeseen conditions.

ACCESS: **TENANT** agrees to allow access to the house and property to **OWNER** and his agents upon notice by telephone or in person. Agents include but are not limited to, plumbers, electricians, rental companies, pest inspection, etc. **OWNER** reserves the right to inspect the premises and condo interior upon notice to **TENANT**. **TENANT** agrees not to deny access. If **TENANT** refuses to allow access to **OWNER** or any agent designated by **OWNER**, the **OWNER** reserves the right to terminate the **TENANTS** vacation rental and **TENANT** will immediately vacate the premises upon demand by **OWNER** and will forfeit the rental payment.

SAFETY: **TENANT** acknowledges and agree that they are responsible for the safety of themselves, their guests and their children with respect to the pool, the deck areas, and the premises. **TENANT** acknowledges and agrees to hold harmless from any injuries to them or their guests. It is understood that there is no lifeguard on duty at the community pool and that supervision is their responsibility.

KEYS: Access to the property is provided by electronic access. A key is available in case of emergency. **TENANT** agrees to return the set of keys or pool access before departure. Failure to return the set of keys after departure will result in a \$10 key replacement fee deducted from the security deposit for each key needing replacement.

LAWS: The Laws of the State of Texas shall apply to all terms under this Agreement. Any dispute under this agreement shall be venued in Aransas County, Texas. It is expressly agreed and understood that this lease shall not be recorded in the County Clerks office.

LIABILITY: **TENANT** may be responsible and liable to **OWNER** for damages in excess of the security deposit for any damage or loss caused by **TENANT** or its guest.

WRITTEN EXCEPTIONS: Any exceptions to the above mentioned policies must be approved in writing in advance.

Attorney's Fees: **TENANT** will pay all attorney's fees and reasonable costs incurred by the **OWNER** to enforce this contract.

DEPARTURE CHECKLIST: Upon departure, the **Departure Checklist** attached as **Exhibit B** must be completed. The security refund will be issued after the owner or the owner's agent has inspected the property.

BREACH OF AGREEMENT: Failure to comply with any of the foregoing clauses and overall rules established by **OWNER** will subject you to immediate removal from the house and forfeiture of all rental payments and security deposits as well as the assessment of any and all fines. If **TENANT** fails to vacate the premises at the end of the rental period prescribed in this agreement, **TENANT** shall be charged and liable to **OWNER** for \$500 per day for every day past the date and time specified in this agreement.

SURVIVAL: If any clause or term in this lease is contrary to law, the remainder of the Lease shall remain in full force.

CERTIFICATION: I or we, the **TENANT(s)**, hereby certify and consent that I/we have read the entire agreement and conditions and agree to the terms and will comply with them during the course of this vacation rental.

Phillip/Terri Foxall, OWNER

Date

TENANT #1 (signature)

SIGN HERE

Date

TENANT #1 (printed)

TENANT #2 (signature)

SIGN HERE

Date

TENANT #2 (printed)

A COPY OF A GOVERNMENT ID IS REQUIRED FOR ALL BOOKINGS

TENANT #1

Name:

Address:

Email:

Phone #

TENANT #2

Name:

Address:

Email:

Phone #

EMERGENCY CONTACT:

EXHIBIT "A"

Dear Guest,

Welcome to Catchin' Paradise! Our names are Terri and Phil and we want to welcome you to our home, and your home away from home. If you need anything during your stay please call us at 361-236-5019. Otherwise, you can email us at CatchinParadise@gmail.com. Please don't hesitate to reach out if you have any questions or need anything, we are always happy to help.

Before you settle in, we would like to make you familiar with a few of the most important house policies for our vacation rental. These are in place to ensure that your stay with us will be as comfortable as possible.

Please take a minute to read each of the policies carefully. We ask that these policies be followed. In the unlikely event that the policies are not followed, we reserve the right to cancel your reservation at any time during the stay without refund. Additional fees will be associated with some of the rules to rehabilitate the property for the next guest. Additionally, we recommend travel insurance for all our guests.

1. No smoking or vaping in or within 50ft of any opening to the home. A \$500 fine will be assessed to thoroughly clean and mitigate smoke.
2. No parties or events. Additional cleaning fines will be assessed.
3. No extra guests or pets without prior approval.
4. No illegal drugs or illegal activities allowed.
5. Proof of ID is required for all bookings. Locals must contact host prior to booking.
6. Quiet hours are between 10:00pm – 7:00am
7. Use the outdoor shower to remove excess sand. Remove shoes at the door.
8. Please do not hang towels from the balcony, use the provided towel hooks near the outdoor shower.
9. Do not unplug or alter the internet router, video cameras, smoke detectors, or noise monitors.
10. Please do not clean fish or game inside the house.
11. The host is not responsible for injuries sustained to the guests due to guest negligence or violation of the rules. The host is not responsible for lost or stolen property of the guest while they are guest of the home. The guest indemnifies the host from all injuries and property damage which they may obtain from the normal use of the home.

Community Pool Rules

1. Hours of Operation: 5:00am – 10:00pm.
2. A guest 18 years of age or older must be present at all times.
3. An adult must accompany any child under 14 at all times.
4. Swim diapers must be worn by children who have not been potty trained.
5. Proper swim wear is required. No cut-off shorts.
6. No running, horseplay or disorderly conduct is allowed.
7. The guest recognizes that the swimming pool involves certain risks inherent to water activities. By using the pool facilities, the guest holds the host, Ocean Reef Cottages and Ocean Reef LLC harmless. The guest indemnifies the host, Ocean Reef Cottages and Ocean Reef LLC from all claims or causes of action. The guest indemnifies the host for all injuries or property damage which they may sustain as a result of the use of the pool.

EXHIBIT "B"

Guest Check-Out Instructions

- Leave all sheets and pillow cases from slept in beds on the beds
- Place all used towels, washcloths and dishtowels in a pile.
- Place all dirty dishes into the dishwasher and start the dishwasher before you leave.
- Set the thermostat to 78 degrees in the summer and 60 degrees in the winter.
- If you used the beach kit please rinse it off outside, dry it and place it back in the closet.
- If you used the highchair or the pack and play, please clean them, fold them and place them back into the closets.
- Double-check all closets, storage areas, and cabinets to ensure to collect all of your property before you leave.
- If you logged into a streaming service, please log out.
- Turn off all of the lights, and make sure there is no water running.
- Lock the door on your way out.
- Please leave a 5-Star review on your booking platform
- For all of your future Coastal Bend stays please visit our website at www.CatchinParadise.com to direct book! Be sure to refer your friends.

EXHIBIT "C"

Tax Information

State of Texas Hotel Tax 6%

Aransas County Hotel Tax 7%

Aransas County Venue Tax 2%

TOTAL Tax 15%

Notice Required by Order of Aransas County, Texas

ARANSAS COUNTY REQUIRES THAT AN ADDITIONAL TAX OF 2% BE IMPOSED ON EACH HOTEL CHARGE FOR THE PURPOSE OF FINANCING A VENUE PROJECT, CONSISTING OF AN AQUARIUM EDUCATION CENTER APPROVED BY THE VOTERS OF THE COUNTY ON MAY 8, 2010.