



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 / TN Vacations 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. 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: **Released upon confirmed booking**

TERM OF LEASE: The lease begins at 3 p.m. CST on _____ (Check-in Date) and ends at 11 a.m. CST on _____ (Check-out Date).

MAXIMUM OCCUPANCY: The maximum number of guests for this property is limited to eight (8) persons. Maximum occupancy for this property shall not exceed eight (8) 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 cigarettes, 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 of 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 a \$500 excessive cleaning fee 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 an excessive cleaning fee imposed.

RENTAL RULES: **TENANT** agrees to abide by the **Rental Unit Rules in “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 DEPOSIT: A damage deposit of \$ _____ is required. This must be received within two (2) days of booking the reservation. Deposit will be held in a non-interest-bearing account. The damage deposit is NOT applied toward rent; however, it is fully refundable within (14) days of departure, provided the following provisions are met:

- No damage is done to property or its contents, beyond normal wear and tear.
- No charges are incurred due to contraband, pets, smoking, or collection of rents or services rendered during the stay.
- No excessive cleaning required. All debris, rubbish and discards are placed in the trash can and soiled dishes are cleaned.
- No excessive utility charges are incurred.
- No linens/towels are lost, damaged or stolen.
- All keys are returned and the house is left locked.
- 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 law enforcement.

INSURANCE/DAMAGE PROTECTION FUND: In lieu of the damage deposit you may elect to pay for a short-term rental insurance policy or contribute to the **OWNER's** non-refundable damage protection fund.

Insurance: The **OWNER** will purchase an insurance policy for \$ _____ which provides up to \$ _____ in accidental damage coverage. This insurance is not the same insurance as the recommended travel insurance.

Non-Refundable Damage Fund: The **TENANT** will contribute \$ _____ to a non-refundable damage fund managed by the **OWNER** for use in damage remediation.

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.

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. All payments must be received no later than ten (ten) days prior to the check-in date.

Date Balance Due _____

Rental rate and fees are as follows:

Rental Rate	\$ _____
Discount (If Applicable)	\$(_____)
Cleaning Fee	\$ _____
Sub-Total Rental Cost	\$ _____
__ % County/State Taxes (See Exhibit C)	_____ \$ _____
Total Rental Cost	\$ _____
Damage Deposit	\$ _____
Insurance Policy	\$ _____
Non-Refundable Damage Fund	\$ _____
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. 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.

TRAVEL INSURANCE: The **OWNER** strongly recommends that the **TENANT** purchase comprehensive travel insurance to protect against unforeseen circumstances, including but not limited to trip cancellation, interruption, delays, loss or damage of personal belongings, and medical emergencies. The **TENANT** acknowledges that travel insurance is not included in the rental agreement and is solely the responsibility of the **TENANT**.

The **OWNER** shall not be liable for any financial losses, expenses, or damages incurred by the **TENANT** resulting from unforeseen events or circumstances, including but not limited to trip cancellation, interruption, delays, loss or damage of personal belongings, and medical emergencies. The **TENANT** acknowledges and agrees that any such losses or damage shall not be the responsibility of the Host or **OWNER**.

By accepting this rental agreement, the **TENANT** acknowledges that they have been advised to obtain travel insurance and that the **OWNER** shall bear no responsibility for any losses or damage that may occur during the **TENANT's** stay.

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 **OWNER's** or the HOA.

UNFORSEEN CONDITIONS: If any unforeseen conditions or problems with the house arise prior to or during **TENANTS** stay, **OWNER** reserves the right to refund **TENANTS** payment pro-rated. **OWNER** assumes no responsibility for such unforeseen conditions.

CREDIT CARD CHARGEBACK AND MEDIATION: By accepting this rental agreement, the **TENANT** acknowledges and agrees to waive their right to initiate a chargeback through their credit card company for any payments made in relation to this short-term rental. The **TENANT** acknowledges that all payments made are final and non-refundable, except as expressly stated in this agreement.

The **TENANT** further acknowledges that any dispute or claim regarding the rental, including but not limited to dissatisfaction with the property, services, or any other aspect of the rental experience, shall be addressed directly with the Host or **OWNER** in accordance with the terms of this agreement. The **TENANT** agrees to make a good-faith effort to resolve any such disputes or claims through direct communication and negotiation.



The **TENANT** and the **OWNER** mutually agree that in the event of any dispute or disagreement arising from this short-term rental agreement, they shall first attempt to resolve the matter through mediation before pursuing any chargebacks through their respective credit card companies. Both parties acknowledge that engaging in mediation is a fair and efficient method to seek an amicable resolution.

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.

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 **OWNER's** in the area, as we have no control over their actions.

GUEST/PARTIES/NOISE: The **TENANT** must supervise their guest(s) while on the premises. Noise in the house must be kept a reasonable level as not to cause a disturbance to the neighbors or general public. In no event may the maximum occupancy (as listed in this agreement) be exceeded without written consent. Guest acknowledges that 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. 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/REPAIRS: 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. The **TENANT** must notify the **OWNER** immediately if any item is damaged or needs repairs.

ACCESS: TENANT agrees to allow access to the house and property to **OWNER** and his agents upon notice by telephone, text, email or in person. Agents include but are not limited to: plumbers, electricians, rental companies, pest inspection, maintenance, cleaners etc. **OWNER** reserves the right to inspect the premises and 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.

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 REPSONSIBITIES: 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.

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 notify the **OWNER** of any damage.

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.

SAFETY: **TENANT** acknowledges and agrees 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. **TENANT** acknowledges the existence of exterior security cameras.

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 Clerk's office.

WRITTEN EXCEPTIONS: Any exceptions or amendments to this rental agreement 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.

SHORT-TERM RENTAL: The **TENANT** acknowledges and agrees that the property rented for short-term use may not be exactly as depicted or described on the website, advertisements, or any other promotional materials. The **TENANT** acknowledges that variations may exist between the property's actual condition, furnishings, décor, and amenities compared to the representations made online or elsewhere.

The **TENANT** further acknowledges and agrees that the property is intended for use as a short-term rental and may not have the same level of personalization or permanence as a primary residence. The property may contain standard rental furnishings and décor, which may vary from the website's visual representations.

The Host or **OWNER** makes no warranties or representations, express or implied, regarding the accuracy, completeness, or suitability of the property's description, images, or amenities as displayed on any platform or promotional material. The **TENANT** accepts the property in its present condition and acknowledges that any discrepancies between the property's actual condition and its online depiction shall not constitute a breach of this agreement.

In the event of a dispute, the **TENANT** and the **OWNER** agree to engage in good-faith efforts to select a mutually acceptable mediator and participate in mediation proceedings. The costs



associated with mediation, including the mediator's fees, shall be shared equally between the **TENANT** and the **OWNER**, unless otherwise agreed upon in writing.

Both parties understand and agree that any decision or resolution reached through mediation shall be binding and final. They further acknowledge that the agreement to mediate and the subsequent mediation process shall not prejudice any party's right to pursue legal action or other remedies if a satisfactory resolution is not achieved through mediation.

By accepting this rental agreement, the **TENANT** and the **OWNER** affirm their commitment to resolve any disputes through mediation and agree to refrain from initiating chargebacks without first engaging in the mediation process as outlined in this clause.

CONFIDENTIALITY: The **TENANT** agrees to maintain the confidentiality of any confidential information disclosed by the Host or **OWNER** during the course of their stay. Confidential information includes, but is not limited to, proprietary information, trade secrets, business operations, financial information, and any other information designated as confidential by the Host or **OWNER**.

The **TENANT** agrees not to disclose, publish, or share any confidential information with any third party without the prior written consent of the Host or **OWNER**, except as required by law.

NON-DISPARAGEMENT: The **TENANT** agrees not to engage in any form of disparagement, whether written or oral, towards the Host, **OWNER**, or any associated individuals or entities. Disparagement includes negative comments, reviews, or remarks that may harm the reputation, business interests, or goodwill of the Host or **OWNER**.

The **TENANT** further agrees not to post, publish, or disseminate any defamatory, false, misleading, or malicious statements about the Host or **OWNER** on any online platform, social media, or public forum.

Both the confidentiality and non-disparagement obligations shall survive the termination of this rental agreement.

By accepting this rental agreement, the **TENANT** acknowledges and agrees to abide by the confidentiality and non-disparagement obligations outlined in this agreement.

BACKGROUND SCREENING/SEX OFFENDER RESTRICTIONS: The **OWNER** conducts a comprehensive background screening on all potential **TENANT**'s prior to confirming any reservations. This screening may include, but is not limited to, criminal background checks, sex offender registry searches, and any other lawful means of verifying the suitability of **TENANT**'s.

If the background screening reveals that the **TENANT** does not meet the **OWNER'S** screening criteria, the **OWNER** reserves the right to deny access to the Property. In such cases, the **TENANT** will be promptly notified of the denial and any payments made towards the reservation will be refunded in full.

Restriction of Sex Offenders

The **TENANT** acknowledges that, in accordance with the City of Rockport's ordinance § 66-70, it is unlawful for a person required to register on the Texas Department of Public Safety's sex offender database to establish a permanent or temporary residence within 1,000 feet of any premises where children commonly gather.

The **TENANT** further acknowledges that if they are listed on the sex offender registry, they are strictly prohibited from booking and staying at the Property.



By entering into this Agreement, the **TENANT** represents and warrants that they are not a registered sex offender and will not use the Property in any manner that violates the City of Rockport's ordinance § 66-70.

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. Exhibit B is attached hereto and incorporated herein for all purposes.

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 (signature)

Date

TENANT (printed)

TENANT INFORMATION
Name:
Address:
Phone Number:
Email Address:

EMERGENCY CONTACT
Name:
Address:
Phone Number:
Email Address:

A COPY OF GOVERNMENT ISSUED IDENTIFICATION IS REQUIRED FOR ALL BOOKINGS



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. Pool Wristbands - Each guest must wear a wristband at the pool. Eight wristbands are located in the dining room credenza. Verify all eight are there when you arrive. There will be a \$20 fee to replace lost wristbands.
3. No parties or events. Additional cleaning fines will be assessed.
4. No extra guests or pets without prior approval.
5. No illegal drugs or illegal activities allowed.
6. Proof of ID is required for all bookings. Locals must contact the host prior to booking.
7. Quiet hours are between 10:00pm – 7:00am
8. Use the outdoor shower to remove excess sand. Remove shoes at the door.
9. Please do not hang towels from the balcony, use the provided towel hooks near the outdoor shower.
10. Do not unplug or alter the internet router, video cameras, smoke detectors, or noise monitors.
11. Please do not clean fish or game inside the house.
12. 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. Pool Wristbands - Each guest must wear a wristband at the pool. Eight wristbands are located in the dining room credenza. Verify all eight are there when you arrive. **There will be a \$20 fee to replace lost wristbands.**
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. Proper swimwear is required. No cut-off shorts.
5. No running, horseplay or disorderly conduct is allowed.
6. 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.



Initial Here

EXHIBIT "B"

Guest Check-Out Instructions

- Leave all sheets and pillowcases 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 use the beach kit, please rinse it off outside, dry it and place it back in the closet.
- If you use 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.

