

RENTAL AGREEMENT

THE RESERVATION IS SUBJECT TO CANCELLATION WITHOUT REFUNDS OR REBATES UNTIL

1. This document must be fully completed by the Agreement Holder, hereafter referred to as the "Guest" or "Guests."
2. The document must be signed by the Landlord.
3. Full payment must be successfully received and processed.

No access to rental property is granted without requirements above even if paid in full. Please make sure phone numbers are correct; we need to be able to contact you in an emergency and reserve the right to verify numbers.

Guests are not considered residents but are offered short-term transient use in accordance with the rules and regulations set forth by the hotel or innkeeper laws of Texas.

Cameras & Noise Monitoring Devices: This house is equipped with cameras and noise monitoring devices, including Ring, NoiseAware, and Party Squasher applications.

By my electronic signature below, I have read and agree to INDEMNIFY/LIMIT LIABILITY as stated above.

Terms and Conditions: Age Requirements and Responsibilities

Guests agree to abide by the terms and conditions of this agreement at all times. This includes ensuring that all members of the rental party and anyone else the Guest permits on the Property also adhere to these terms and conditions. The Guest is responsible for payment, deposits, property damages, and all responsibilities outlined in this Rental Agreement. It is essential to read the agreement carefully.

Reservations obtained under false pretenses will result in forfeiture of advance payment, deposit, and/or rental money. Only Guests aged 25 years or older may reserve the Property. Check-in and Check-out must be conducted by the Guest; properties may not be rented on behalf of others. ***Our properties are not childproofed; children must be supervised at all times.***

RESIDENTIAL USE ONLY. NO COMMERCIAL USED ALLOWED.

Pets: Pets are permitted on the property with an additional fee of \$25 per pet per night. Strict guidelines apply, including no pets on beds or couches. If leaving a pet alone in the house, it must be in a crate. Guests are responsible for cleaning up after their dogs.

By my electronic signature below, I have read and agree to abide by the RESPONSIBILITIES above.

Visitors and Parties: Guests are prohibited from inviting others to the Property for events such as parties, proms, graduations, weddings, receptions, reunions, picnics, etc. The Property and its amenities are strictly for the use of the Guest and those registered on this agreement. Violating the maximum occupancy limit or hosting visitors or parties will be considered a breach of contract, resulting in a loss of all monies with no refunds or rebates and immediate eviction. The Landlord reserves the right to enter the Property without notice for inspection, with an additional \$800 charged at the time of eviction.

The Landlord takes the issue of underage alcohol consumption seriously, and any indications of a violation will be promptly reported to the authorities. Guests acknowledge and accept responsibility for any offenses related to the TABC Alcoholic Beverage Code, specifically concerning the possession of alcohol by a minor as outlined in Section 106.05, and the purchase or furnishing of alcohol for a minor as per Section 106.06 while on the Property.

In Section 106.05, a minor is considered to have committed an offense if they possess an alcoholic beverage, with specific exceptions outlined in Subsection (b), such as being in the course of employment, in the visible presence of an adult parent, guardian, or spouse, or under the immediate supervision of a commissioned peace officer. Violations are punishable as provided by Section 106.071.

Section 106.06 defines the offense of purchasing alcohol for a minor or furnishing alcohol to a minor. Exceptions in Subsection (b) allow an adult parent, guardian, or spouse, or an adult in custody of the minor to purchase or give alcohol if visibly present when the minor consumes it. Violations under this section constitute a Class A misdemeanor.

If underage drinking is discovered, the adults listed in this agreement will be held responsible for the safe transportation of minors. The Landlord explicitly states that they will not be held responsible for Guests or anyone else on the Property, regardless of age, driving under the influence.

Guests and their visitors are required to abstain from publishing any disapproval, disparagement, defamation, libel, or slander of the Landlord, as well as the Property, its affiliates, and its employees in any public forum, including platforms like Airbnb. This obligation applies to the subject matter of this Agreement.

By providing my electronic signature below, I acknowledge that I have read and agree to abide by the responsibilities outlined above.

Security Deposit: Guests are required to read and honor House Rules. An additional \$500 security deposit is necessary for every booking, as per House Rules. By booking, guests agree to pay the deposit before check-in. Access to the property will be denied until the deposit is paid in full, or the reservation is forfeited without a refund. Payment is collected via Airbnb and is potentially fully refundable if all rules are honored, with refunds processed within 7-10 days after check-out.

RESERVATION RULES CANCELLATION POLICY

All cancellations must be submitted in writing to the Landlord.

- Changing the Agreement Holder or reducing the length of stay from the original dates invokes the cancellation policy.
- Cancellation due to non-payment of the balance by the due date results in the forfeiture of the entire payment.
- The Landlord may terminate this agreement for any reason and will refund any money received from the Guest within 14 days.

By providing my electronic signature below, I acknowledge that I have read and agree to abide by the responsibilities outlined above.

Landlord regrets the inability to waive any cancellation charges, whatever the circumstances. NO EXCEPTIONS!

We highly recommend purchasing travel insurance to avoid losing your vacation investment due to unforeseen cancellations, which may be purchased up to 7 days before the Arrival Date. In the event of an ordered evacuation due to hurricanes or other storms, Guests are required by state law to vacate the Property. The Landlord will not issue refunds, rebates, reductions, or compensation for any weather-related or personal issues.

Rescheduling and Changes: All requests must be submitted in writing at least 14 days before the Arrival Date. Rescheduling is subject to a \$100 fee, availability, and approval at the discretion of the Landlord. The higher amount, either the rental paid or current rates, will apply to all scheduling changes. No refunds or rebates will be offered for the inability to arrive on the scheduled date or for early departure for any reason.

By providing my electronic signature below, I acknowledge that I have read and agree to abide by the responsibilities outlined above.

Check-In and Check-Out Times: Strictly enforced. Standard Check-in time is 3:00 pm. Early Check-in requests must be submitted in writing and are guaranteed only one day before the Arrival Date. Late Check-in between 7 pm and 10:00 pm without 24-hour prior written approval is subject to a \$75 fee at Check-in. Late Check-in between 10:00 pm and 11:59 pm without 24-hour prior written approval is subject to a \$150 fee at Check-in. Standard Check-out time is 11:00 am. Late Check-outs past 11:00 am constitute a breach of contract.

A late Check-out can only be arranged for an additional fee if the home does not have another Guest's Arrival scheduled. This option must be arranged in advance and cannot be added on the day of departure. Unless the Guest receives written confirmation from the Landlord authorizing a late Check-out, the Property must be vacated by 11:00 am. Late Check-outs between 11:00 am and 3:00 pm will assess half the night's rental rate plus tax. The assessment does not constitute an extension of the rental agreement. In the event a Guest fails to depart from the home by 11:00 am with no late Check-out arranged, resulting in the Landlord being unable to clean and prepare the home for the next arriving Guest that day, the departing Guest agrees to pay damages and costs incurred by the Landlord, including moving the incoming Guest to other accommodations and the \$500 fee for enforcement by our security company.

Once a Guest has entered into this contract to rent the Property, the Guest is binding themselves to this Property and specified dates. There should be no expectation of compensation because the Guest or anyone in the Guest's party doesn't like the Property or because something in the Property isn't working to the Guest's satisfaction.

Included in this rental agreement is the stipulation that no refunds or compensation will be provided for the malfunction or failure of any systems, appliances, or amenities, including but not limited to the HVAC system, electrical components, plumbing, dishwashers, refrigerators, cable or satellite TV, internet access, televisions, hot tubs, or swimming pools. In the event of service or utility outages, tenants are required to promptly inform the Landlord. The Landlord commits to making every effort to address and resolve such issues promptly. It is acknowledged that certain circumstances beyond the Landlord's control may lead to inconveniences, and tenants are advised to report any problems promptly for resolution.

Instances of credit card disputes and chargebacks, whether intentional or unintentional, will be deemed fraudulent if adequate steps have not been taken to inform the Landlord in writing about the existing issue and to attempt resolution or clarification BEFORE initiating the dispute. NO EXCEPTIONS! Any credit card fraud will be subject to legal prosecution to the maximum extent permitted by law. The Landlord retains the right to pursue civil legal action to recover any income losses associated with the fraud, encompassing business losses, legal fees, research expenses, and revenue losses.

By my electronic signature below, I have read and agree to abide by the RESPONSIBILITIES above.

CARE OF PREMISES/DAMAGES

- If a Guest is evicted by the Landlord, representative of the Landlord, local law enforcement, the homeowner's association or its representative, there will be no refunds, rebates or discounts. The eviction charge is \$800 plus the loss of any remaining time in the Property.
- If a Guest is evicted by the Landlord, representative of the Landlord, local law enforcement, the homeowner's association or its representative, there will be no refunds, rebates or discounts. The eviction charge is \$800 plus the loss of any remaining time in the Property.
- Home should be left in the condition it was found when you arrived.
- No unauthorized additions or improvements are permitted inside or outside of the house without landlord's consent.
- Guests will be charged for ANY towels or linens that are stained, ruined or missing.
- Home is privately owned, furnished, and equipped by the Landlord. Guests agree to take responsibility for treating the home with care. Do not remove furnishings or kitchen items. Rearranging or moving of furniture is prohibited and may result in additional fees due to extra housekeeping services. Guests agree to properly use and operate all furnishings, appliances, home entertainment items, grills, etc. during stay.
- Landlord's property is self-catering. The Property will be set up with bed linens and bath towels when you arrive. Guests are responsible for additional toiletries needed during the stay as well as any mid-stay cleaning such as taking out the trash, washing dishes, and washing linens during your stay.
- Grilling is permitted. Under NO circumstances may charcoal, logs or any derivative be put in the propane grills. Guests are responsible for providing charcoal or propane.
- No freshly caught fish or other seafood is allowed in the fridge or freezer. Please use your own personal cooler for fish and seafood. If there are strong odors that can't be remediated, you may be asked to pay for damages! Filling the refrigerator with warm food and/or drinks will cause the refrigerator to overwork and not cool properly. It is normal for the refrigerator to take up to 24 hours to cool. Adjusting the temperature setting will only cause the unit to freeze up, resulting in a guest-responsible service call.
- Do not set air conditioning below 70 degrees and heat above 78. Keep the fan setting to "Auto" and doors and windows closed when either heat or air conditioning is in operation. Not doing so may cause mechanical problems and the unit to stop working.
- If a Guest requests a service call for any failure of an appliance or amenity and it is determined that there is no mechanical problem, just misuse or lack of knowledge on operation the Guest will be responsible for the service call.
- The property is non-smoking. There is no smoking indoors. If evidence of smoke is found at the Property (unit is equipped with smoke ignition detection devices), Guest is responsible for remediation costs and a \$1,350 fee for deodorizing cleaning.
- Landlord is not responsible for items left behind in properties. Every attempt will be made to locate lost items, but there is no guarantee that they will be found. Please check the Property carefully before leaving. There is a \$50 fee to search for and/or retrieve lost items; retrieved items must be picked up within 10 days. After 10 days, the items are donated to charity or thrown out.

- DO NOT FLUSH anything other than toilet paper in the commodes. No feminine products, baby wipes, etc. should be flushed at any time. If the system is found to be clogged, guests may be charged one hundred dollars (\$100) fee plus the cost of all repairs.
- Firearms of any sort legally owned, concealed, or otherwise are not permitted on any of our properties.
- Fireworks or open flames (candles) are not permitted on the Property, including decks, walkways, driveways, yards and dunes.
- Properties with fire extinguishers and fire/smoke alarms are believed to function properly at the time of rental. Guests agree to use the fire extinguisher only for true emergencies.
- Guest agrees to abide by the covenants of the Community Association and Harris County ordinances. Use of the Property, amenities and communal areas shall not be such as to disturb or offend other residents or neighbors. Loud music or other noise is prohibited. Our property is located in a residential area and is rented for personal vacation and work use only. Landlord has the right to terminate this agreement and ask violators to vacate the premises. In which case, no refunds will be given for remaining reserved days.
- Guests hereby agree to Indemnify and hold Owner harmless from any and all claims including those of third parties, arising out of or in any way related to Guest's use of Property or the items of personal property provided therein. Guest assumes all risk of injury or other losses relating to any recreational activities including, but not limited to use of the private swimming pool on the Property and will hold Owner harmless with respect thereto.

GOOD NEIGHBOR RULES AND GUIDELINES

We want you to have a wonderful time during your vacation in Texas. At the same time, we are committed to maintaining a peaceful family atmosphere for your enjoyment as well as the enjoyment of our neighbors. Please read the following information about local laws and subdivision rules carefully.

The most enjoyable vacations are those that are worry-free. Make the most of your vacation by taking the same precautions that you do at home: keep your vacation home and cars locked at all times and safeguard your keys.

- Loud music and noise are prohibited. Quiet hours must be observed between 10:00 pm and 9:00 am.
- No more than 5 vehicles are allowed to avoid blocking the driveways. Motor homes, campers, trailers and tents are prohibited and may not be parked, set up or hooked up at the property.

By my electronic signature below, I have read and agree to abide by the RESPONSIBILITIES above.

INDEMNIFICATION/LIMITATION OF LIABILITY

DANGER DISCLOSURE: EACH PERSON WHO ARRIVES ON THE PROPERTY DOES SO AT THEIR OWN RISK AND ACCEPTS FULL LIABILITY AND RESPONSIBILITY FOR THAT RISK AND WHATEVER OCCURS TO THEM WHILE THEY ARE ON THE PROPERTY, WHICH INCLUDE: THE GYM, POOL, OUTDOOR GAS OR CHARCOAL GRILL, BACKYARD AMENITIES AND ANY TYPE OF ELECTRONICS OR COMMUNAL AREAS.

THE PROPERTY IS NOT CHILD PROOF NOR DO WE REPRESENT THEM AS SUCH AND THUS REQUIRE CHILDREN TO BE SUPERVISED BY AN ADULT AT ALL TIMES. EACH CHILD WHO ARRIVES ON THE PROPERTY MUST HAVE A GUARDIAN AND THAT GUARDIAN ACCEPTS FULL LIABILITY AND RESPONSIBILITY FOR THE CARE AND WELFARE OF THAT CHILD. AMENITIES SUCH AS FURNITURE WITH SHARP EDGES, FIREPLACES, STEAM ROOMS, TUBS, GAMES WITH SMALL PIECES, KNIVES, CLEANING PRODUCTS AND OTHER EXAMPLES KNOWN AND UNKNOWN POSE SAFETY ISSUES FOR CHILDREN. GUESTS UNDERSTAND AND ACCEPT RESPONSIBILITY FOR SUCH RISKS UPON BOOKING.

THE PROPERTY IS PRIVATELY OWNED; LANDLORD CANNOT BE HELD LIABLE OR RESPONSIBLE FOR ANY ACCIDENTS, INJURIES OR ILLNESS, HARM TO GUESTS' OR OTHER INDIVIDUALS WHILE ON THE PROPERTY, AMENITIES, OR COMMUNAL AREAS. LANDLORD CANNOT BE HELD LIABLE OR RESPONSIBLE FOR ANY HARM OR DAMAGE CAUSED BY ACTS OF NATURE OR GOD. LANDLORD IS NOT RESPONSIBLE FOR THE LOSS OF PERSONAL BELONGINGS OR VALUABLES OF THE GUESTS. EACH PERSON ACCEPTS FULL LIABILITY AND RESPONSIBILITY FOR THEIR OWN ACTIONS AND THEIR OWN POSSESSIONS.

By my electronic signature below, I have read and agree to abide by the RESPONSIBILITIES above.

By accepting this reservation, it is agreed that all Guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they allow on the premises.

Guest hereby agrees to indemnify and hold harmless the Landlord for damage to person or property arising out of or in any way related to Guest or invitees of Guest use of Property, amenities and communal areas resulting from the building or any part of it or any equipment or appurtenance becoming out of repair, or resulting from any accident in or about the building, or resulting directly or indirectly from any act or neglect of any Guest of the Property, invitees of Guest or of any other person. Guests assume the risk of injury and any related pain and suffering or medical expenses or other losses relating to the use of the Property and/or recreational activities on the premises or in the city where Property is located and will hold Landlord harmless.

Choice of Law: The laws of the state of Texas shall govern the validity of this agreement, the construction of its terms and the interpretation of the rights and duties.

In the event Landlord must bring action to enforce any provision of this agreement, declaratory or otherwise, the Guest agrees Landlord shall be entitled to recover from the other party all costs in connection with such action, including reasonable attorneys' fees, paralegal's fees, court costs and expenses incurred in connection with action or proceeding, including but not limited to, all claims. This agreement shall be construed under and governed by the laws of the State of Texas, and the exclusive venue for any action with respect to this agreement shall be in the courts of Harris County, Texas.

Each party agrees if any dispute arises relating to this agreement or to the interpretation or enforcement of this agreement, they shall, prior to the commencement of any legal action, submit such dispute for dispute resolution utilizing a mutually agreeable mediator and unless circumstances require otherwise, shall occur in Harris County, Texas not prior than thirty (30) days after written notice is received by either party.

Any exceptions to the above-mentioned policies must be approved in writing in advance.

Omissions: Every effort has been made to provide accurate and complete information in both our printed material and on our Airbnb website; however, it is not guaranteed. Landlords are not responsible for printing errors, omissions, equipment failure, changes in amenities or furnishings made by homeowners, or changes in views, neighborhoods, etc.

By his/her electronic signature below, the RENTER acknowledges that he/she has read and understood the above terms and agrees to do the same.

By my electronic signature below, I have read and agree to INDEMNIFY/LIMIT LIABILITY as stated above.

RENTER: I attest that I am 25 years or older, the information above is true and accurate, I am renting the Property for personal use and not on someone else's behalf. I have read, in entirety, and agree to abide by this Rental Agreement during the reservation period. I hereby give permission to charge my credit card or process the check payment for rental cost, fines, fees or for any damage or any costs incurred by the Landlord for breach of contract. I agree that all rental monies are non-refundable in accordance with the cancellation policy.

Violation of any of these policies will result in eviction and forfeiture of all monies paid and \$500 eviction cost! Also, many of the items are legally enforceable and subject to criminal prosecution. I further agree to be personally liable for the actions and for any damages accrued from everyone in my party during the dates of my reservation.

Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable. If there is any conflict between this agreement and the rules set forth by Airbnb or VRBO or other site like them, this document takes precedence.

By my electronic signature below, I have read and agree to INDEMNIFY/LIMIT LIABILITY as stated above.

Please indicate here the # of guests, and vehicles during the stay:

_____ Adults (11 years old and above)

_____ Children (2 to 10 years old)

_____ Toddlers (under two years old)

_____ Vehicles

Bringing pets? ____ Y ____ N

If yes, what pet/s are you bringing and how many _____

Address: _____

Contact Numbers (Please provide two): _____

Email address: _____

Name & Signature

Date

Name & Signature

Date

Name & Signature

Date

Name & Signature

Date