

Turquoise Properties

10807 Jones Road #189

Houston, Texas 77065

Cell: 713.530.1152

RENTAL AGREEMENT

This AGREEMENT, dated _____, is by and between Turquoise Properties, "Owner" or representative, and _____, "Renter", for rental of the premises _____ located at 109 Beach Dr., Surfside, TX. Under the following terms and conditions:

1. That whoever's name appears on this contract is responsible for the actions of all occupants.
2. Violations of any of these conditions will result in immediate eviction, forfeiture of deposit and all rental monies.
3. Owner may enter premises at any time.
4. **MAXIMUM OCCUPANCY is limited to six (6) guests**, including children AT ALL TIMES and must be listed on Addendum A. No one else is permitted on the premises, even temporarily, without Owner's prior permission. Breach of this condition without authorization by Owner will result in forfeiture of deposit, rental fees, and eviction. _____ INITIAL
5. DAMAGES are to be reported to Owner immediately. Renter agrees to pay for repairs of all damages, which they or their guests have caused or permitted. _____ INITIAL
6. We will not rent to vacationing students or singles under 25 years of age unless accompanied by an adult guardian or parent.
7. NO organized parties or keg beer. NO RV hook-ups or tents of any kind. NO cooking on the deck or boardwalk.
8. **PETS ARE NOT PERMITTED** for any length of time anywhere on the premises. No exceptions. Violation of this condition will result in forfeiture of deposit.
9. Renter agrees not to smoke or allow guests to use tobacco or other products inside premises. Renter agrees to the financial and legal responsibilities of damage incurred to the premises due to smoking.
10. Renter agrees that they will not themselves engage in any illegal activities on the premises nor will they allow others to engage in any illegal activities on the premises insofar as they have the power to stop such activities.
11. Renters agree that they will do nothing to the premises nor keep anything on the premises which will result in an increase in Owner's insurance policy or an endangering of the premises. Neither will they allow anyone else to.
12. **DAMAGE/RESERVATION DEPOSIT-A** damage/reservation deposit of \$200 is required. **THE DEPOSIT AND RENTAL AGREEMENT MUST BE RECEIVED SIMULTANEOUSLY TO CONFIRM RESERVATION.** This must be received within five (5) days of booking the reservation. The deposit automatically converts to a security/damage deposit upon arrival. The deposit is NOT applied toward rent; however, it is fully refundable within fourteen (14) days of departure, provided the following provisions are met:
 - No damage is done to the premises or its contents.
 - No charges are incurred due to contraband, pets, or collection of rents.
 - All trash is put in dumpster; no dishes/food/drink is left in sink or refrigerator.
 - All keys are returned to lockbox, doors and windows are locked. NO late check-out.
 - No charges are incurred for cleaning costs following Renters' departure.
 - The Renter is not evicted by the owner (or representative of the owner), the local law enforcement.
13. Upon being notified by Renter that there is some building defect which is hazardous to life, health, or safety, Owner shall undertake repairs as soon as practicable.
14. This Agreement constitutes the entire agreement between the Renters and Owner. They have made no further promises of any kind to one another, nor have they reached any other understandings, either verbal or written.
15. If either party to this Agreement shall bring a cause of action against the other party for enforcement of the Agreement, the prevailing party shall recover reasonable attorney's fees involved.
16. Whatever item in the Agreement is found to be contrary to any local, state, or federal law shall be considered null and void, and it shall not affect the validity of any other item in the Agreement.

1. **PAYMENT** – The full payment of the rental rate is required 60 days before arrival. Please make payments in the form of bank money orders, cashier’s checks, or personal checks payable to Turkoise Properties. The advance rental payment is not a damage deposit. Any reservations made less than 60 days of prescribed date, the amount in full is due prior to confirmation of reservation.
2. **CANCELLATIONS** – A sixty (60) day written notice is required for cancellation. Cancellations that are made more than sixty (60) days prior to the arrival date will incur a \$50.00 cancellation fee. Cancellations or changes that result in a shortened stay that are made within sixty (60) days of arrival date, forfeit the full advance payment and damage/reservation deposit. Cancellations or early departure does not warrant any refund and/or pro-rate of rent or deposit.
3. Longer minimum stays may be required during holiday periods. If a rental is taken for less than three days, the guests will be charged the three-night rate.
4. **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.
5. **WRITTEN EXCEPTIONS**-Any exceptions to the above-mentioned policies must be approved in writing in advance.
6. **HURRICANE OR STORM POLICY**- No refund will be given unless:
 - The National Weather Service orders mandatory evacuations in a “Tropical Storm/Hurricane Warning” area and/or
 - A mandatory evacuation order has been given for the “Tropical Storm/Hurricane Warning” area of residence of vacationing guests.
 The day that the National Weather Service orders a mandatory evacuation order in a “Tropical Storm/Hurricane Warning” area, we will refund:
 - Any unused portion of rent from a guest currently registered;
 - Any unused portion of rent from a guest who is scheduled to arrive and wants to shorten their stay to come in after the Hurricane Warning is lifted; and
 - Any advance rents collected or deposited for a reservation that is scheduled to arrive during the Hurricane Warning period.

CHECK-IN TIME IS 4:30 p.m., NO early check-ins.

CHECK-OUT IS 12:00 NOON. Renter agrees to: 1) Lock all doors, and turn off all lights and A/C 2)Return key to lockbox, \$75.00 fee for failing to do so, and call 713-530-1152 and leave message upon departure 3) Take out all trash, \$25.00 fee if not done 4) Sweep, & mop all floors, \$50.00 fee for excessive cleaning 5) No dishes, food, or drink are to be left in sink or refrigerator, \$25.00 fee for dirty dishes or refrigerator 6) Make beds, \$10.00 fee per bed if not done 7) Clean BBQ pit and roll up hose, \$10.00.

LATE CHECK-OUT: The first hour is \$50.00 which will be deducted from your deposit, \$25.00 every 15 minutes thereafter.

NOTICE TO GUESTS: This property is privately owned, management reserves the right to refuse service to anyone, and will not be responsible for accidents or injury to guests or for loss of money, jewelry, or valuables of any kind.

I HAVE READ THIS AGREEMENT, I UNDERSTAND AND AGREE TO THE TERMS OF THIS AGREEMENT AND HAVE BEEN GIVEN A COPY. THIS CONTRACT WILL BEGIN ON _____ AND END ON _____. FAILURE TO COMPLY WITH ANY OR ALL OF ABOVE RULES, RENTER GIVES OWNER THE RIGHT TO DISCONNECT ELECTRIC AND WATER SERVICES TO PROPERTY, AND REMOVE ALL BELONGINGS AND PLACE ON THE STREET.

RENTER’S NAME _____ **ADDRESS** _____

CITY _____ **STATE** _____ **ZIP** _____ **PHONE** _____

RENTER’S DL# _____ **STATE** _____ **DOB** _____

EMAIL ADDRESS _____ **CELL PHONE** _____

RENTER

DATE

OWNER

DATE

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ADDENDUM A

Please include all guests that will be occupying the property, including children (please list their ages). No guests are permitted in the house, on the deck or boardwalk for any length of time that are not listed on this addendum.

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____