

Texas Coastal Properties
215 5th St., Palacios, TX 77465
361-972-5900, 361-972-3482-Fax
www.texascoastalproperties.net

BIG BLUE BAY HOUSE VACATION RENTAL AGREEMENT

PLEASE SIGN AND RETURN WITH YOUR PAYMENT & SECURITY DEPOSIT

Renter's Name: _____

Renter's Address: _____

Home Phone: _____ Cell Phone: _____

Driver's License #: _____ Email: _____

(Please include driver's license copy with agreement)

Home to be reserved: _____

Reserved Date: IN: _____ OUT: _____

Number of: ADULTS: _____ Children: _____

AGREEMENT:

This agreement is between Texas Coastal Properties, the property owner and the Renter(s). The parties agree as follows: Renter is an adult and will be an occupant of the rental during the entire reserved period. Other occupants will be family members, friends & responsible adults. Use of the rental will be denied to persons not falling within the fore going categories and they will be asked to vacate the property immediately without any refund of rent & security deposit. Renter agrees that all parties occupying the residence will abide by the House Rules attached to this agreement and posted in the residence.

IN THIS AGREEMENT AN ADULT IS ANYONE 25 YEARS OR OLDER.

PETS:

No pets will be allowed at any time on the premises. Some people can be allergic to pet dander and it is our desire to keep pets off the property. If you do bring a pet your deposit will be forfeited and you will be asked to leave the property immediately without a refund of your security deposit or rent.

NO SMOKING ALLOWED:

No smoking will be allowed inside the property. If the house has been smoked in, your security deposit will be forfeited. Should there be anyone that smokes outside, all cigarette butts should be removed when you leave. Should the housekeeper have to pick up any remaining cigarette butts from outside the property, there will be a deduction from your deposit.

CANDLES & FIRE HAZARDS:

No candles will be allowed inside or outside the property. No fire of any kind allowed ie: bonfires etc. BBQ smoker/cooker can be used outside. No cooking on or near wooden decking. All charcoal should be disposed of properly to not cause any fire or fire hazard and removed from the property when the Renter’s vacate the property.

SECURITY DEPOSIT:

The security deposit is \$300 for 2-15 nights, \$500 for 16-27 nights and \$1500.00 for 28+ nights. Deposits can be made by credit card, money order or cash. Security deposit is refundable within 14 days after check out provided that the real and personal property are in the same condition as when the renter took possession of the vacation rental and all terms of this agreement are met. There is a \$25 non-refundable reservation fee included in your security deposit. Any changes in dates for the property reserved will result in a \$25 non-refundable fee. If there is a change in the property location, the \$300/\$500/\$1500 deposit will be forfeited and a new deposit will be required. Renter is liable for all replacements & repairs that are outside what is normal wear & tear. All trash that is left behind in the rental will be removed by the property manager with a deduction from your deposit. Please see house rules as to garbage instructions.

PAYMENT SCHEDULE:

DEPOSIT*:	<u>\$300</u>	\$300	Refundable Security Deposit	DUE UPON BOOKING
	<u>\$500</u>	\$500	Refundable Security Deposit	DUE UPON BOOKING
	<u>\$1500</u>	\$1500	Refundable Security Deposit	DUE UPON BOOKING

RENT*:	\$ _____	Total Rent \$ _____ night/wk/month x _____ nights/wk/month
	\$ _____	% Hotel Occupancy Tax
	\$ _____	Non-Refundable Cleaning Fee
	\$ _____	Total Amount Due, includes your \$500 security deposit

We accept cash, money orders & credit cards. (Credit card convenience fee will be covered by \$25 non-refundable Reservation fee or 3% convenience fee whichever is greater)

Credit cards that are accepted: Visa, Master card, Discover, American Express, Debit cards.

Payments by Credit Card, Money order, Cashier’s Check or Credit Card are due 15 days prior to the arrival date. Credit cards will be charged 15 days prior to arrival date. If paying by cash the renter is responsible for delivering the money to Texas Coastal Properties or mailing a money order/Cashier’s check to our office. Cashier’s Check/Money orders need to be made payable to: Texas Coastal Properties

*In the event that you would like to pay by check, your deposit will be \$500 + \$25 non-refundable Reservation fee. Checks must be received **30 days** prior to your arrival. Reservations will **NOT** be confirmed until the deposit is received & clears the bank. Checks need to be made payable to: Texas Coastal Properties.

RESPONSIBLE PARTY:

The responsible party will be the renter whose name and signature are on the Vacation Rental Agreement. This renter is responsible for the reservation and for all family members, guest and activities in the rental of the home during the scheduled dates of the rental.

EARLY DEPARTURES:

There will be no refund of rent for early departures under any circumstance. The renter is responsible for the number of days reserved on the rental agreement-no exceptions. It is the renter's responsibility to double check the reservation dates.

CANCELLATIONS:

A thirty (30) day notice in writing and received in the office of Texas Coastal Properties by e-mail, fax or mail prior to arrival date is required for cancellation from the Responsible Party. Texas Coastal Properties is not responsible for weather conditions or personal illnesses or injuries. See schedule of penalties for cancellations:

***CANCELLATIONS 16 DAYS OR GREATER PRIOR TO ARRIVAL DATE: 50% of Deposit**

***CANCELLATIONS LESS THAN 15 DAYS BEFORE ARRIVAL DATE: 100% of Deposit**

CLEAN UP :

Renter(s) will be expected to remove all food items from the refrigerator/freezer that were brought. All dishes must be cleaned and put away. All trash must be removed from the premises and taken with you unless city trash services are available. If there is city services, then all trash must be placed in the green polly cart provided and taken to the edge of the street for pick up. Upon inspection of the property following your stay, the property manager reserves the right to charge for additional services required to return the property to the state it was in prior to arrival. Items that are left on the property are not the responsibility of the property manager to return and they will be disposed of after cleaning is complete.

CHECK IN:

Check in time is 4:00 p.m. Early check-in is allowed ONLY when the property has been cleaned & ready. Prior approval is required by the Property Manager.

CHECK OUT:

Check out time is 12:00 p.m. (noon). There will a \$25 per hour (or portion thereof) past the required check out time without prior approval from the Property Manager.

KEY RETURN

There is a \$25.00 per key charge for each key that is lost or not returned. All keys must be returned to Texas Coastal Properties office. If the office is closed, keys can be dropped in the night drop.

CLEANING:

Each property will be inspected, sanitized and cleaned after your departure. The cleaning fee you have paid will provide for four (4) hours of normal cleaning so that you can enjoy every moment of your vacation. You are required to leave the property in the same general condition that you received it in by making sure dishes are done and put away, and the property 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.

WHAT WE SUPPLY:

The property is equipped and set up as a fully furnished property that will include bedspreads, linens, blankets, pillows, as well as a fully equipped kitchen. There is no maid service. There is **NO PHONE SERVICE** via a land line. You will need a cellphone should there be a need for emergency calls.

WHAT YOU SHOULD BRING:

Plan on packing your personal toiletry items including insect repellent. Since we provide a limited supply of toilet paper, paper towels and other dispensable items to get you started. You should plan on making a trip to the grocery store to replenish these items as you need them. Bring your own beach towels.

RENTER'S LIABILITY:

Renter agrees to accept liability for any damages caused to the property (other than normal wear and tear) by the Renter or Renter's guest, including but not limited to, landscaping, misuse of appliance, and/or equipment furnished. Renter agrees to reimburse the property owners for cost incurred to repair/replace damaged items by deductions taken out of your security deposit. If damages are in excess of the security deposit being held, Renter agrees that the Property Owner or Property manager on behalf of the Property Owner has the right to charge the credit card on file for the additional charges. If no credit card on file, the Renter agrees to pay for the additional fee by cash, check or money order.

SLEEPING CAPACITY/DISTURBANCES:

Renters and all other occupants will be required to vacate the premises and forfeit rental fee and security deposit for any of the following: Occupancy exceeding the sleeping capacity stated on the reservation confirmation, using the premises for illegal activity including but not limited to drug use, the possession, serving or consumption of alcoholic beverages by or to person less than 21 years of age, causing damage to the premises rented or to any of the neighboring properties, any other acts which interferes with neighbors' right to quiet enjoyment of their property. There will be no parties causing more people to be on the property unless written prior arrangements have been made with the seller/property management company.

HOLD HARMLESS:

Property Owners as well as Property Management do not assume any liability for loss, damage or injury to persons or their personal property. Neither do we accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, television, VCR, appliances, electricity or plumbing. Nor will property owners or Texas Coastal Properties accept liability for any loss or damage caused by weather conditions, natural disasters, acts of God or other reasons beyond their control.

CATASTROPHIES:

(hurricane, tornado, earthquake, flood, act of terrorism, etc.) If a catastrophe occurs the owner and/or Texas Coastal Properties is not responsible for any of the following:

- *Finding alternate lodging for the Renter

- *Renter's financial losses related to transportation or alternate lodging. If, on the day the rental is scheduled to begin, the property is uninhabitable, or the property is not reachable by the Renter's usual means of transportation, or access to the property by visitors has been prohibited by authorities, then Property Management, will at the option of the Renter either refund all money paid by the Renter for the vacation rental, including any deposit and prepaid rents or hold all funds for a future rental. If Renters are required by local authorities to vacate the area, and actually do so before their stay in the vacation rental is completed, then the owner will refund or hold for future rental a pro-rated portion of the unused rent, plus any deposit.

SECURITY DEPOSIT RETURN:

Once the property is inspected & cleaned after your departure, your security deposit will be returned to you within 14 days. The property manager reserves the right to charge for additional services in order to return the property to the condition it was in prior to your arrival. Excess garbage, broken or missing fixtures & furniture, missing amenities, linens or damage to the property resulting in gross negligence are examples of chargeable items. Any additional fees in excess of your security deposit will be charged to the credit card on file. . **DO NOT REARRANGE FURNITURE. IF FURNITURE HAS BEEN REARRANGED YOU WILL FORFEIT \$150.00 FROM YOUR SECURITY DEPOSIT REFUND.**

RELEASE & INDEMNITY:

THE UNDERSIGNED RENTER FOR HIMSELF/HERSELF, HIS/HER HEIRS, ASSIGNORS, EXECUTORS, AND ADMINISTRATORS, HEREBY AGREES TO INDEMNIFY, DEFEND, RELEASE AND HOLD PROPERTY OWNERS AND TEXAS COASTAL PROPERTIES HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION BY REASON OF ANY INJURY TO PERSON OR PROPERTY OF WHATEVER NATURE WHICH HAS OR HAVE OCCURRED, OR MAY OCCUR TO THE UNDERSIGNED, OR ANY OF HIS/HER GUESTS AS A RESULT OF, OR IN CONNECTION WITH THE OCCUPANCY OF THE LEASED PREMISES INCLUDING ANY CLAIM OR SUIT ARISING THERE FROM. THE INDEMNITY AND RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF PROPERTY OWNER OR PROPERTY MANAGERS BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PROPERTY OWNER OR PROPERTY MANAGER.

ATTORNEY FEES:

In any action concerning the rights, duties, or liabilities of the parties to this agreement, the party prevailing in litigation is entitled to recover reasonable attorney fees and costs.

PAYMENT BY CHECK:

If the Renter pays by check rather than by money order and the check is returned for NSF there will be a \$50 service charge. Keys will not be issued until check clears the bank. Checks should be made payable to **TEXAS COASTAL PROPERTIES.**

MAILING ADDRESS:

The signed agreement, a copy of the Renter’s driver’s license, and a copy of your credit card should be mailed to: Texas Coastal Properties, 215 5th Street, Palacios, TX 77465.

GATHERINGS/PARTIES:

No loud parties or organized gatherings without prior approval of property manager.

I have read and agree with the terms of this rental agreement.

RENTER’S SIGNATURE

DATE

PROPERTY MANAGEMENT

DATE

BIG BLUE BAY HOUSE

HOUSE RULES

- **NO smoking in the house**
- **NO pets**
- **Lock the doors if you leave the house**
- **Check out is at noon. NO EXCEPTIONS!!! There is a \$25 per hour charge (even for a portion) that will be taken out of your security deposit unless prior approval was given through Texas Coastal Properties.**
- **Take all trash with you when you leave.**
- **Turn A/C up to 80* when you leave.**
- **Take all the food that you brought with you.**
- **Leave House in the same condition that it was in when you checked in. Any damages or broken items will be deducted out of you security deposit. DO NOT REARRANGE FURNITURE**
- **No cleaning of fish in the house. Turn A/C up to 80* when you leave. This will help keep the electric bill down and keep our rates for the rentals down as well.**
- **DO NOT take any of the bath towels etc out of the house. You will need to bring your own beach towels.**
- **For your own safety if you are planning on going out into the water, please wear shoes. Oyster shells can cut deeply and cause an infections.**