

RENTAL AGREEMENT - A BIRD'S EYE VIEW CONDO #606

This agreement made the ____ day of _____, **2015** between _____ and **Tony King**, the Landlord, is for short term rental property located at Diamond Beach, 10327 FM 3005 #606, Galveston, TX 77554.

Tenant Information

Full Name (as on DL): _____

Home Street Address: _____

Home City/State/Zip: _____

Home/Cell Phone #: _____

Email Address: _____

Driver's License # and State: _____

Birth Date: _____

Current Employer: _____

Work Street Address: _____

Work City/State/Zip: _____

Work Phone: _____ Position: _____

Tenant is allowed 2 vehicles on Diamond Beach property. One vehicle in garage and one in uncovered parking. Please list applicable vehicles:

Vehicle 1 - Make and Color: _____

Vehicle 1 - Year and License Plate #: _____

Vehicle 2 - Make and Color: _____

Vehicle 2 - Year and License Plate #: _____

All other vehicles can park in public parking along seawall in front of Diamond Beach complex.

Emergency Contact Information

Name: _____

Address: _____

Home Phone #: _____ Cell Phone #: _____

Work Phone #: _____ Relationship: _____

If you die or are seriously ill, missing, or in a jail, you authorize the landlord to contact this person. If you are seriously ill or injured, you

authorize Landlord to call EMS or send an ambulance at your expense. However, please note that Landlord is not legally obligated to do any of the above.

Rental Rates

Security Deposit (due with signed agreement)_____

Rental Amount_____

Hotel Tax (15% on rental amount only)_____

Total Amount Due_____

Rental Terms

Arrival Date _____ after 3:30 PM

Departure Date _____ by 10:30 AM

Payment Terms

Security Deposit of \$500 is due upon the signing of this contract.

7 days prior to arrival date full rental amount is due.

Due _____

Amount Due _____

Occupants

No occupants under the age of 30 are allowed unless accompanied by a parent or legal guardian. We only rent to responsible adults over the age of 30. Adults cannot rent property on behalf of underage guests. Noncompliance with this provision will result in denial of occupancy and forfeiture of all monies paid to date.

Tenant agrees to the maximum number of occupants of 6 and to register all occupants at the time the reservation is made. If there are any changes or substitutions in occupancy, Landlord must receive immediate notice and is subject to approval by Landlord. Please list all occupant names, ages, and gender:

Name: _____ Age: _____ M ___ F ___

Name: _____ Age: _____ M ___ F ___

Name: _____ Age: _____ M ___ F ___

Name: _____ Age: _____ M ___ F ___

Name: _____ Age: _____ M ___ F ___

Name: _____ Age: _____ M ___ F ___

This Short Term Lease is made by and between Tony King, Landlord and Owner, and the Tenants as listed above. Special information and

conditions are noted on additional attachments. This lease may be terminated at any time at sole discretion of owner.

Acknowledgement

You declare that all your statements and information on this lease agreement are true and complete. You authorize us to verify this through any means, including consumer reporting agencies and other rental housing owners. If you fail to answer any question or give false information, we may reject lease application, retain deposit for our time and expense, and terminate your right of occupancy. We may at any time furnish information to consumer reporting agencies and other rental housing regarding your performance of your legal obligation. Fax signatures are legally binding.

Security Deposit

A \$500.00 security deposit is due at signing of agreement, to be held in trust as security for the performance by the Tenants of the terms under this rental agreement and for any damages caused by Tenants, Tenants family, agents and visitors to the premises or furnishings during the rental period. Landlord/Owner may use part or all of the security deposit to repair any damage to the condo unit caused by Tenants, Tenants family, agents or visitors. However, Landlord/Owner is not limited to just the security deposit portion of any damage charges incurred and Tenants remain liable for any balance. Landlord shall return security deposit within 7 days after termination of agreement if no damage occurs during rental period.

Key Charge

You will be given 2 door keys, 2 electronic access keys for gates (fobs), and one garage door opener. The replacement cost for each fob is \$50.00, replacement cost for the garage door opener is \$100.00.

Cancellation Policy

To cancel you must send a written notice to email address diamondbeachcondo606@gmail.com. Cancellation 30 days prior to arrival is no penalty. Within 30 days of the rental period there will be no security deposit refund. Full payment of rental is expected 7 days prior to arrival.

Tenant Responsibilities

Tenant agrees that all occupants will abide by all rules listed in this agreement as well as Diamond Beach rules, city and state laws. Tenant is responsible for the care of the rented property and furnishings and to maintain the premises in a neat and sanitary condition. A garbage chute is located on the same floor as condo and all garbage must be placed in chute, not in hallways or chute closet. Tenant will leave property in same condition as at check-in, including furniture placement. All damage must be reported immediately.

Tenant agrees to indemnify and hold the property owners, agents, and employees free and harmless from any liabilities for personal injury or damage or loss of property that is made, incurred or sustained by Tenant or guest of Tenant. Tenant agrees to not exceed the condo

occupancy of 6 total guests.

Tenant agrees to park one car in covered garage area, and one car in the outside on-site parking area. All other vehicles must be parked in public parking along seawall or other public parking area.

Tenant agrees there will be NO PETS of any kind allowed in rental property.

Tenant agrees that the condo and inside Diamond Beach is NON-SMOKING only. All smoking must be done on balcony or designated smoking area.

Tenant agrees to evacuate the condo as per the City of Galveston in case of mandatory evacuation.

Tenant acknowledges that glass containers are not allowed in pool or lazy river area, as well as on Galveston beaches.

Tenant agrees that A/C thermostat will not be set below 70 degrees, and will be set at 76 degrees upon departure.

Tenant agrees to pay any unapproved charges by Tenant, such as On Demand Movies or any other unauthorized purchases charged to condo during rental period.

Tenant agrees to rinse all sandy items at foot and shower stations located on ground level pool area. ALL BEACH CHAIRS/TOYS belonging to Tenant must be stored in Tenants vehicle, NOT inside the condo.

Owner Responsibilities

Owner agrees to provide the property in a clean condition and to provide maintenance and repairs as required in a timely manner. Every effort will be made to assure that the condo is in optimum condition. If a problem occurs, notify Tony King at (832) 433-8244 immediately so that we may correct it.

We reserve the right for our representative to enter the premises for repair, maintenance, or other applicable reason deemed necessary by us. Under no circumstances will refunds or reductions in rent be granted for the mechanical failure of refrigerator, A/C, oven, microwave, stove, dishwasher, washer and dryer, cable, wireless internet, TV's, or any additional amenity or appliance.

Owner agrees to provide linens for your convenience. Included are sheets for each bed, bath towels, and kitchen towels. You are responsible for bringing your own beach towels.

Owner agrees to provide a housekeeping service for cleaning the home upon your departure. Tenant is not required to wash sheets or towels, please do put dirty dishes in dishwasher before departure, and place all trash down trash chute.

Owner is not responsible for loss, theft, or personal injury sustained by Tenant or guests of Tenant.

This Agreement imposes an obligation of good faith in its performance

and enforcement. If Tenant defaults in the performance of any of the obligations contained herein, Owner shall be entitled to recover all costs and expenses, including court cost and reasonable attorney fees.

Owner/Landlord

signature_____

Tenant

signature_____