

VACATION RENTAL AGREEMENT

86 Neptune, Sargent TX 77414

1. Parties: The parties to this rental agreement are: Owner of the property Cemer, LLC (OWNER), and _____(TENANT).
2. Term: The rental agreement effective date(s) are _____ through _____.
3. Rent: (Check all that apply below) **The rent is due in full upon date of reservation, and is non-refundable if reservation is cancelled within 48 hours prior to date of reservation.** A separate security deposit is due prior to occupancy of property by TENANT. Rent includes utilities and a fully furnished property.

Weekend rental rate: TENANT will pay **\$150.00** for daily rental rate. Check in time is 12 noon on Friday. Check out time is 4 pm on Sunday.

Weekday rental rate: TENANT will pay **\$110.00** for daily rental rate. Check in time is 12 noon. Check out time is 4 pm.

Weekly rental rate: TENANT will pay **\$650.00** for weekly rental rate. Check in time is 12 noon. Check out time is 4 pm the following week, seven calendar days.

Holiday rental rate: TENANT will pay **an additional \$100.00** if a holiday falls on ANY PORTION of the TENANT'S stay.

TENANT will arrange key pickup and drop off and give security deposit to:
Lisa Reese (call within 2 hours of check-in) 979-244-2825, or 979-665-5996

4. Returned Checks: TENANT will pay \$25.00 for returned checks
5. Security Deposit: Deposit is required at time of reservation
 - A. Security Deposit: TENANT further agree(s) to **\$200.00** (make check payable to Cemer LLC) as a security deposit; it being understood that said security deposit is not to be considered prepaid rent, nor shall any damages claimed (if any) be limited to the amount of said security deposit. The OWNER, hereby notifies the TENANT that the OWNER will submit to the TENANT an itemized list of any damages claimed to have been caused by the TENANT and return the entire security deposit less damages, and other lawful deduction, within thirty (30) days after termination of the tenancy.
 - B. Refund of Deposit: Upon leaving the property the PROPERTY MANAGER will inspect the property inventory and condition, and refund accordingly.
6. Prohibitions:
No more than EIGHT (8) persons will occupy said premises. No smoking in the home. No Pets allowed. No illegal or unlawful activity, or other activities which will

obstruct, interfere with, or infringe on the rights of other persons near the Property, will be allowed.

7. Liability:

A. OWNER Is NOT responsible to TENANT, TENTANT’S guest(s), family or occupants for any damages, injuries or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, environmental contaminants (e.g. carbon monoxide, asbestos, radon, lead-based paint etc.) or other occurrences or casualty losses. TENANT will promptly reimburse Owner for any loss, property damage, or cost of repairs or service to the Property caused by the negligence or the improper use by TENANT, TENANT’S guest(s), family or occupants.

B. The TENANT understands that boating, swimming and all other activities are undertaken at the TENANT’S OWN RISK.

8. The TENANT shall not assign or sublet or permit the premises or any part thereof to be used by others (except the TENANT named herein, the TENANT’S spouse, children or guests), without prior written consent of the OWNER in each instance.

9. The TENANT is hereby notified that the functioning of appliances and all facilities are not guaranteed. If they malfunction, every attempt will be made to have them repaired as soon as possible. There will be no refund on their failure.

10. Cleaning fee: A cleaning fee of \$75.00 will be taken out of security deposit if floors, counters, appliances, and bathroom are not left clean. Dishes and cooking utensils must be cleaned and put away, and trash must be bagged and taken to the street.

11. Special Provisions: LEAVE PROPERTY IN CONDITION TENANT FOUND IT IN.

In the event of an emergency contact (other than TENANT):

Name: _____ Phone: _____

Current TENANT Contact information:

Name: _____ Drivers License No. _____

Phone: _____ Cell: _____

Address _____

Cemer, LLC
OWNER

TENANT SIGNATURE

DATE

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.