

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: (Refer to Page 3 for Rental Rates and Payment Method) **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.** Rent includes utilities and a fully furnished property. A separate, **refundable** security deposit is due prior to occupancy of property by TENANT.

TENANT will arrange key pickup and drop off and give security deposit to: The PROPERTY MANAGER, John Ingram (call 24 hours before check-in) 979-323-8267, or 832-385-4421

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 submit **\$200.00** (make check payable to Cemer LLC) as a fully-refundable 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 is allowed inside the home. 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. No Pets allowed without prior, written consent from OWNER. Violations of the Prohibitions of this contract, including attempting to bring pet(s) on the property without prior consent, may: Render this contract void; result in TENANT being asked to leave the property immediately; require that Police be contacted and a report filed; and TENANT may not be reimbursed for any portion of rents or fees.

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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 canoeing, boating, fishing, 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: _____ State: _____ Zip: _____

Cemer, LLC
OWNER

TENANT SIGNATURE

DATE

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12. Rental Rate: Enter quantity for all that apply. Minimum two-night stay is required.

Weekend rental rate: TENANT will pay **\$150.00 per night** 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 per night** rental rate. Check in time is 12 noon. Check out time is 4 pm.

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

Monthly rental rate: TENANT will pay **\$1,600.00 per 28 nights** rental rate. Check in time is 12 noon. Check out time is 4 pm the following month, or 28 calendar days.

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

13. Pet Deposit: Subject to prior approval of OWNER, a **\$50.00** non-refundable pet deposit will be assessed for each domestic pet allowed onto the property. TENANT retains unlimited liability for each pet and is required to remove all pet fur, hair, stains, and waste before checkout. Damage to property as a result of pets will be deducted from security deposit, as outlined on Page 1, Item 5.

Number of Pets: _____ TENANT Signature: _____

14. Canoe Rental Package: TENANT agrees to pay a flat rate of **\$75.00** canoe rental. Agreement includes the use of 16-foot Pelican canoe with two paddles, and three PFDs, collectively known as the Canoe Package. TENANT agrees to the following conditions: Canoe Package must be used in accordance with TPW laws and USCG safe boating practices; Canoe Package must be clean and returned to its original location/condition before checkout; TENANT assumes unlimited liability for personal safety, any and all property damage, and replacement costs.

Quantity: _____ TENANT Signature: _____

15. Angler Package: **\$35.00** per each, delivered at check-in. Purchase includes one fishing rod, one open-face (spinning) reel with line, tackle box, and assorted tackle, new in package, yours to keep. Please confirm availability before ordering. Quantity: _____

16. Payment: TENANT must **select one method** of payment from below:

Credit Card:	Expires:	Card Number:
Name on card:		Billing Address:
City:	State:	Zip:
Phone:	Email:	

Send check or money order now: Make payable to Cemer LLC. Reservation is not confirmed until payment is received in full.

Note: Please provide proof of payment, security deposit, and signed contract to Property Manager at check-in.

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