

Short Term Rental Agreement

PARTIES. This Vacation Rental Agreement (hereinafter the "Agreement") is entered into on _____, 20____ between the following parties:

TENANT: _____, (hereinafter the "Guest"), and

LANDLORD: DEER PATH RETREAT, LLC, on behalf of its owners, with a mailing address of 1910 Jordan Lane, Rockwall, TX 75032 (hereinafter the "Host").

PROPERTY. The Host agrees to lease the described property below to the Guest, and the Guest agrees to rent from the Host the following property:

1. Property Address: 16525 CR 3147, Tyler, TX 75032
 2. Description: One bedroom, one bathroom, 3 beds
- Hereinafter known as the "Property."

VACATION RENTAL TERM. The Guest shall have access to the Property under the terms of this Agreement for the following time period (hereinafter the "Rental Term"):

1. Check-In: _____, 20____ at ____:____ AM PM
2. Check-out: _____, 20____ at ____:____ AM PM

PAYMENT. The Guest shall pay the Host a total of \$_____.

1. Itemized Charges. The total due includes the following itemized charges:

- Rent: \$ _____
 - Cleaning Fee: \$ _____
 - Pet Fee: \$ _____
 - Taxes: \$ _____
 - Security Deposit: \$125.00
 - Other _____: \$ _____
- TOTAL: \$ _____

2. Payment Terms. Full payment covering all charges and security deposit is due at time of booking.

SECURITY DEPOSIT. The Guest shall be obligated to pay the following security deposit upon execution of this Agreement:

The guest shall pay \$125 as a security deposit. Said security deposit is due at time of booking. The Security Deposit shall be held to ensure the Guest's compliance with the terms and conditions of this Agreement. This Security Deposit shall not be applied towards rent. The Security Deposit shall be returned to the Guest within the State's required timeframe after the end of the Rental Term less any itemized deductions for damages, unpaid fees, excessive cleaning requirements, loss of property and any other violations of this Agreement.

EXCESSIVE CLEANUP. If the Property qualifies for a "deep clean" due to excessive wear and tear from your Rental Term, a fee of \$50.00 ("Excessive Cleanup Fee") shall be charged at the

end of the Rental Term. The Excessive Cleanup Fee may be deducted from the Security Deposit.

HOUSE RULES:

SMOKING POLICY. Smoking on the Property is permitted outside only. No smoking is permitted inside the house.

OCCUPANCY LIMIT. The total number of individuals staying on the Property during the Rental Term shall be a total of 6 guests. The rental rate is based on this maximum occupancy. Based on representations by the Guest, this Rental Term will consist of the following occupants:

- a.) Adults: ____
- b.) Children (Ages 3-17): ____
- c.) Babies (2 and under): ____

Occupancy exceeding the number of guests listed above is a breach of this Agreement and may be subject to termination by the Host with no refund of monies.

PETS. No pets of any kind are allowed on the Property. This includes animals designated as Emotional Support Animals. If the Guest is found to have pets on the Property, this Agreement and any Security Deposit shall be forfeited. The Host also has the right to seek monies for any additional damages occurred as a result of having a pet on the property.

HUNTING. Hunting of any kind is prohibited on the property.

SECURITY CAMERAS: Guests may not tamper with the Ring camera or the outdoor security camera. Doing so is a breach of this agreement and could result in the termination of the agreement.

QUIET HOURS. During the Rental Term the Guest agrees to abide by the following:

Quiet hours begin at 11:00 PM each night and continue until sunrise. Quiet hours consist of no loud noise and keeping all noise at a minimum level.

PERSON OF CONTACT. The Host
Agent/Manager's Name: Danielle Yonchak
Telephone: 440-610-4186
E-Mail: deerpathretreat@gmail.com

SUBLETTING. The Guest shall not sublet the Property without written consent from the Host.

MOVE-IN INSPECTION. Upon Check-in, the Guest shall inspect the property and inform the Host of any obvious damages.

HOST ENTRY. The Host has the right at all reasonable times during the terms of this Agreement to enter the property if necessary for the purpose of inspection, repair or any other reasonable action. Unless an emergency, notice will be provided in accordance with applicable State law.

MAINTENANCE AND REPAIRS. The Guest shall maintain the Property in a good, clean, and ready-to-rent condition and use the Property in a careful and lawful manner and in accordance with the entirety of this Agreement. The Guest shall leave the Property in a ready to rent condition upon checking out, meaning that the Property should be immediately habitable by future guests. Should the property not meet these conditions, the Guest shall be responsible for paying for any maintenance and repairs. The Guest agrees that the Host shall deduct costs of said services from any Security Deposit prior to a refund if Guest causes any damage to the Property or any items listed on the attached inventory.

QUIET ENJOYMENT. The Guest, along with neighbors, shall enjoy each other's company in a quiet and respectful manner. The Guest is expected to behave in a respectable manner and shall be a good neighbor to any residents within the immediate area. Creating a disturbance of the area by violation of Quiet Hours, unauthorized gatherings, or any inappropriate conduct shall be grounds for immediate termination of this Agreement.

LIABILITY.

1. **Host Liability.** The Guest and any of their occupants hereby indemnify and hold harmless the Host against any and all claims of personal injury or property damage or loss arising from the use of the Property, unless the loss is a direct result of the Host's actions. The Guest expressly recognizes that any insurance held by the Host does not cover the personal property of Guest and that Guest should purchase their own insurance for their guests if such coverage is desired.
2. **Guest Liability.** The Guest is liable for their own acts and the acts of anyone listed in this Agreement in addition to any occupant or guest that they allow on the Property.

ATTORNEY'S FEES. The Guest agrees to pay all reasonable costs, attorney's fees, and expenses that result from the Host enforcing this agreement.

USE OF PROPERTY. The Guest shall use the Property for residential purposes only. The Guest is explicitly prohibited from engaging in any commercial activity on the property.

ILLEGAL ACTIVITY. The Guest shall use the Property for legal purposes only. Any illegal use, including but not limited to, illicit drug use, verbal or physical abuse of any person or illegal sexual behavior shall be cause for immediate termination of this Agreement with no refund.

POSSESSIONS. Any personal items or possessions that are left on the Property are not the responsibility of the Host. The Host shall make every reasonable effort to return the item to the Guest at the Guest's expense. If claims are not made within the State's required time period or two (2) weeks, whichever is shorter, the Host shall be able to keep or discard said items.

CANCELLATION.

- If guest cancels within 48 hours after the reservation was made and at least 14 days before check-in, then a full refund will be given..
- If 48 hours have passed since the original booking date and guest cancels at least 30 days before check-in, a full refund will be given.
- If 48 hours have passed since the original booking date and guest cancels between 7 and 30 days before check-in, the guest pays 50% of the booking cost.
- If 48 hours have passed since the original booking date and guest cancels less than 7 days before check-in, no refund will be given.

REFUNDS. The Host shall not provide a refund due to a shortened stay and/or poor experience that resulted from unfavorable weather conditions, an Act of God, or anything outside the control of the Host.

NOTICES. All notices shall be sent by the Host or Guest using the contact information provided at the end of this Agreement.

POSSESSION & SURRENDER. Guests shall be entitled to the possession of the Property at the Check-in date and time set forth in the "Vacation Rental Term" Section of this Agreement. Upon the designated Check-out date and time set forth in the same section of this Agreement, Guest shall peaceably surrender the Property to the Host in the condition it was provided, excluding reasonable wear and tear.

JOINT AND SEVERAL. If there is more than one Guest, all Guests shall be jointly and severally liable under this Agreement.

LEAD BASED PAINT. The Property was not built prior to 1978, and therefore is not subject to abide by any laws governing lead based paints.

GOVERNING LAW. This Agreement shall be governed and subject to the laws of the State of Texas.

WAIVER. A delay or failure by the Host to enforce any section of this Agreement shall not be deemed as a waiver of any violation. In addition, acceptance of any partial payment of rent, or any other amount due, shall not be deemed a waiver of the Host's right to the entire amount set forth in this Agreement.

SEVERABILITY. If any provision of this Agreement, or the application thereof, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

ENTIRE AGREEMENT. This Agreement contains all of the terms and conditions agreed to by the parties. It may only be modified or amended by written agreement, signed by all parties to

