

## SHORT TERM RENTAL AGREEMENT

# Rose's House, LLC

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This Short Term Rental Agreement (this "Agreement") is made by and between Rose's House, LLC Phillip and Patricia Gonzales ("Owner") and \_\_\_\_\_ ("Guest") as of the date last written on the signature page of this Agreement. Owner and Guest may be referred to individually as "Party" and collectively as "Parties." For good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

**1. Property.** The property is described as a house with two (2) bedrooms and two (2) bathrooms located at 9339 Points Edge, San Antonio, TX 78250 (the "Property"). The Property is owned by Owner. The Property is fully furnished by Owner and equipped for light housekeeping. The following amenities are included in the Property:

- Automatic Recliner/Lift chair
- Commercial grade shower chair
- microwave
- dishwasher
- refrigerator
- washer
- dryer
- cable
- wifi
- fireplace
- Coffee Maker
- Toaster
- Pots and Pans
- Cooking Utensils
- Dishes
- Water Softener
- Bed linens and pillows
- Towels
- Hair Dryer
- Iron and Ironing board
- Two Smart TV's
- Outdoor seating area

A starter supply of household cleaning and hygiene products may be available in the Property for use. Guest is responsible for purchasing any additional supplies and all food and beverages. Bottled water is available.

**2. Rental Party.** All persons in the rental party will be bound by the terms of this Agreement. Only persons listed on this Agreement may stay in the Property. "Rental Party" means Guest plus the following persons:

First Name & Last Name	Relationship to Guest

The total number of adults in the Rental Party will be two (2). The total number of children in the Rental Party will be zero (0).

**3. Maximum Occupancy.** The maximum number of persons allowed to stay in the Property per this agreement is limited to two (2), unless the Owner gives its prior written consent.

**4. Visitors.** A visitor is an occupant of the Property who is not staying overnight. The total number of persons permitted in the Property at any given time, including visitors, is six (6). Any visitor staying overnight is subject to additional charges.

A charge of \$25.00 per person per night will be assessed for each additional person who stays in the Property overnight. Guest will be charged without notice for additional persons staying overnight in the Property.

**5. Rental Period & Check-In.** The term of this lease will be from Arrival Date to Departure Date. The Property requires a three (3) night minimum stay. The Property will be ready for Guest occupancy beginning at 11AM, unless approved by the owner 48 hrs. in advance of the Arrival Date. The Property must be vacated by 2PM, on the departure date, unless an extension is agreed to by the owner 48 in advance of the Departure Date. If Guest or any member of the Rental Party remains on the Property beyond the Departure Date, Guest will be responsible to pay the rental rate of \$120.00 per day as prescribed in

**Short Term Lease Agreement Booking Confirmation**

below for the period of time between Departure Date and the actual date Guest and all members of the Rental Property vacate the Property.

**6. Keys & Access Codes.** Owner will provide Guest with 1 access code for the front and garage door which will unlock both doors to the property. Should there be a need to issue keys Guest is not allowed to make duplicate keys. A fee of \$25.00 per key will be charged to Guest for failure to return a key(s). Any attempt to access a locked area is just cause for immediate termination of this Agreement, forfeiture of all rent paid, and Guest will be liable for any missing items or damage.

**7. Rental Rules & Restrictions.** Guest agrees to abide by the following restrictions:

- (A) Smoking is not permitted inside the Property
- (B) Pets are not permitted on the Property
- (C) Quiet hours are from 10:00 PM to 8:00AM Monday through Sunday
- (D) Garbage must be placed in the proper receptacles
- (E) No objects flushed down the toilet except toilet paper

If any person in the Rental Party fails to follow any of the Rules, the Rental Party may be asked to vacate the Property and Guest will forfeit all rent paid.

**8. Payment.** The Rental deposit of \$200.00 is due at the time Guest signs the Short Term Rental Agreement. The Total Amount Due is to be paid in full forty eight (48) hour before Arrival date.

Acceptable payment methods are, (for your convenience payment is collected through Square, link located in website):

- credit card
- debit card
- cashier check
- money order

**9. Cancellation.** If Guest cancels the reservation less than 48 hours before the Arrival Date, the Total Amount Due will be forfeited.

**10. Cleaning.** Daily housekeeping services are not included in the rental rate. Throughout the rental period, Guest will be responsible for keeping the Property clean and in good condition. Any unsafe or dangerous condition must be reported to Owner immediately. Guest acknowledges that on the Arrival Date, the Property is in good condition, except for any defect Guest may report to Owner by the end of the first day following the Arrival Date. The Property should be left in the same condition as it was found by Guest on the Arrival Date. Guest promises to leave the Property in good repair.

**11. Furnishings.** The following furnishings will be provided with the Property:

- One queen sized bed in each bedroom.
- A Smart TV in living room
- A Smart TV in master bedroom
- An automatic recliner / lift chair in master bedroom
- A commercial grade shower chair in master walk-in shower
- 2 Outdoor seating areas

Furnishings are subject to change without notice. Furniture, bedding, kitchen equipment, utensils, and any other personal property supplied with the Property must not be removed from the Property. Loss of any items located on the Property or damage to the Property or furnishings in excess of normal wear and tear will be charged to Guest. The Property will be inspected by Owner after Guest's departure. All contents of the Property are the property of Owner. If an item should break, Guest must notify Owner immediately. Guest is not permitted to alter the wiring of any television, computer, or gaming equipment.

**12. Parking.** Parking is limited to two (2) spaces. Guest may only park in designated parking area. Any illegally parked cars may be subject to towing and/or fines at the expense of the Guest.

**13. Mechanical Failures.** Owner attempts to properly maintain the Property. While all electrical and mechanical equipment within the Property are in good working order, Owner cannot guarantee against mechanical failure of electrical service, stopped plumbing, water supply, heating, air conditioning, audio visual equipment, internet access, cable service, or appliances. Guest agrees to report any inoperative equipment or other maintenance problem to Owner immediately. Owner will make every reasonable effort to have repairs done quickly and efficiently. Guest will allow Owner or a person permitted by Owner access to the Property for purposes of repair and inspection. Owner is not responsible for any inconvenience that may occur and no refunds or rent reductions will be made due to failure of such items.

**14. Acts of God.** If there is a storm or severe weather and a mandatory evacuation order is issued by state or local authorities, Guest shall be entitled to a prorated refund for each night Guest is unable to occupy the Property. Owner will not be liable or deemed in default under this Agreement for any failure to perform or delay in performing any of its obligations due to or arising out of any act not within its control, including, without limitation, acts of God.

**15. Limitation on Liability.** Owner is not responsible for any accidents, injuries or illness that occur to any member of the Rental Party or Guest's visitors while in the Property or on the Property. Owner is not responsible for loss of personal belongings or valuables belonging to any member of the Rental Party or any of Guest's visitors. Guest agrees to assume the risk of any harm arising from use of the Property. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL OWNER BE LIABLE TO GUEST OR ANY OTHER PERSON FOR ANY DAMAGES OF ANY NATURE WHATSOEVER INCLUDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR GUEST'S RENTAL OF THE PROPERTY OR USE OF THE PROPERTY. IN NO EVENT WILL OWNER BE LIABLE FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF OWNER SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

**16. Indemnification.** Guest acknowledges that the use of the Property by the Rental Party and Guest's visitors is entirely at their own risk. Guest will indemnify and hold harmless Owner from any and all expenses, costs, damages, suits,

actions, or liabilities whatsoever arising from or related to any and all loss of or damage to personal property, injury or death resulting from the use or occupancy of the Property or the failure of any member of Rental Party or Guest's visitors to observe the Rules and restrictions set forth in Paragraph 7.

**17. Violation of Agreement.** If Guest or any member of the Rental Party violates any of the terms of this Agreement, including but not limited to maximum occupancy, visitors and rental rules and restrictions, Owner may evict Guest and the Rental Party from the Property and Guest will forfeit all rent and security deposit paid.

**18. Governing Law.** This Agreement and all transactions contemplated by this Agreement will be governed by and constructed and enforced in accordance with the laws of the State of Texas (not including its conflicts of law provisions). Any dispute arising from this Agreement shall be resolved in the courts of the State of Texas.

**19. Amendments.** This Agreement may be amended or modified only by a written agreement signed by both Owner and Guest.

**20. No Waiver.** Neither Owner nor Guest shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

**21. Severability.** If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

**22. Notices.** Any notice or communication under this Agreement must be in writing and sent via one of the following options:

- personally delivered
- certified or registered mail (postage prepaid, return receipt requested)
- electronic email transmission

**23. Successors and Assigns.** This Agreement will inure to the benefit of and be binding upon Owner, its successors, and assigns, and upon Guest and its permitted successors and assigns.

**24. Entire Agreement.** This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all other negotiations, understandings, and representations (if any) made by and between the Parties.

## **Short Term Lease Agreement Booking Confirmation**

Dear Guest

Thank you for selecting Rose's House, LLC for your stay.

The property is located at: 9339 Points Edge, San Antonio, TX 78250

<b>Arrival:</b>	After 11AM, unless approved earlier of 48 hrs.
<b>Departure:</b>	By 2PM, unless approved 48 hrs. in advance.

<b>Number of Adults: 2</b>	<b>Number of Children: 0</b>
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Your Rental **Deposit** is due upon signing of Short Term Rental Agreement in the amount of \$200.00

Rental rate and fees are as follows:

Rental Rate of \$120.00 x # night	\$
State and Local Sales/Rental Tax (16.75%)	\$
Cleaning Fee	\$125.00
	\$
Rental Deposit \$<200.00>	
<b>Total Amount Due 48 hours Before Arrival Date \$</b>	

Please sign and return the attached lease agreement along with your reservation deposit. The balance of the rental amount is due one (1) days before your arrival date. When the total amount due is received, we will send instructions on how to access the property. All payments are made through SQUARE ( link is on the website)

### Signature of Responsible Party

\_\_\_\_\_ Date: \_\_\_\_\_

Sincerely,  
Rose's House, LLC

## Short Term Lease Agreement Checklist

### Prior to Arrival:

- Signed and dated agreement
- Rental deposit
- Balance due
- Keys and access information

**Arrival:**

- Check-in time: 11AM, unless approved earlier at least 48 hrs. in advance
- Go through inspection checklist
- Review rental rules and regulations

**Departure:**

- Check-out time: 2PM, unless approved later at least 48 hrs. in advance
- Go through inspection checklist
- Return keys
- Return security deposit

**Inspection Checklist:**

	<u>Arrival</u>	<u>Departure</u>	<u>N/A</u>	<u>Notes</u>
	Good	Good	Good	
A/C Heater				
Lights				
Floors				
Walls				
Doors				
Windows				
Window treatments				
Screens				
Locks				
Fireplace				
Kitchen				
Refrigerator				
Oven				
Stove				
Dishwasher				
Garbage Disposal				
Bathrooms				
Bedrooms				
Living Room				
Dining Room				
Washer/Dryer				
Garage				
Backyard/Patio				

Guest acknowledges that he/she has inspected the Property and unless otherwise noted, everything is in good repair. Any damages upon departure shall be charged to Guest or deducted from the security Deposit.

**SIGNATURES**

**Check-in Inspection**

**Check-Out Inspection**



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Signature of **Guest**

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Signature of **Guest**

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Signature of **Owner**

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Signature of **Owner**

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