**DISCLAIMER.** USE OF THE SAMPLE SHORT TERM VACATION RENTAL AGREEMENT IS VOLUNTARY.  IT IS NOT MANDATORY, NOR IS IT REQUIRED BY CITY ORDINANCE.  IT IS MERELY OFFERED AS A SAMPLE AGREEMENT.  YOU SHOULD CONSULT WITH YOUR OWN ATTORNEY CONCERNING ANY SHORT TERM VACATION RENTAL AGREEMENTS YOU WISH TO USE.  IF YOU OR YOUR AGENT CHOOSE TO USE THIS SAMPLE SHORT TERM VACATION RENTAL AGREEMENT, YOU ARE AGREEING THAT YOU (AND/OR YOUR AGENT) ARE SOLELY LIABLE FOR ANY AND ALL CAUSES OF ACTION ARISING THEREFROM.  YOU AGREE IN NO EVENT IS THE CITY LIABLE FOR ANY DAMAGES, ACTIONS OR CLAIMS RELATED TO OR ARISING OUT OF YOU OR YOUR AGENT’S USE OF THIS SAMPLE SHORT TERM VACATION RENTAL AGREEMENT.

**NOTE**: Directions for Short Term Vacation Rental Agreement

Highlighted sections are the sections that we are highly recommending to assist our city in the enforcement of life safety and quality of life ordinances and for the protection of property.

Blue are sections that require customization by the rental host or property manager.

We **strongly recommend** that it be called a Short Term Vacation Rental Agreement to reinforce what is stated within – that it is not a residential **lease** under Texas law.

**SHORT TERM VACATION RENTAL AGREEMENT**

**HOST: *{Name of Property Manager or Owner if no Property Manager}***

***(Address, Phone Number and Email Address of Property Manager or Owner}***

**ADDRESS OF PROPERTY {*including building name and unit number}***

 **South Padre Island Texas 78597**

**SPI PERMIT # *{Required by SPI}* 24/7 CONTACT *{name on file with City of SPI)***

RENTER’S NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AGE: \_\_\_\_\_\_\_\_\_ DRIVER’S LICENSE #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ STATE \_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EMAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

HOME PHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CELL PHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

VEHICLE 1 MAKE, MODEL & LICENSE PLATE #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

VEHICLE 2 MAKE, MODEL & LICENSE PLATE #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NUMBER OF GUESTS: Adults (over 18 years of age) \_\_\_\_\_\_ Minors\_\_\_\_\_\_\_

CHECK IN DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_ CHECK OUT DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ # NIGHTS: \_\_\_\_\_\_\_\_

Security Deposit: $\_\_\_\_\_\_

Cleaning fee: $\_\_\_\_\_\_

Rent: $\_\_\_\_\_\_

HOTEL AND VENUE TAX $\_\_\_\_\_\_ Required by the City of SPI, State of Texas & Cameron County

Total due at booking $\_\_\_\_\_\_

Total paid: $\_\_\_\_\_\_

Remainder due: $\_\_\_\_\_\_

**PAYMENT** We accept payment by credit card or PayPal. Any payment made with PayPal must include all added PayPal charges.

**SECURITY/DAMAGE DEPOSIT** A security deposit of *{****amount}*** is required to hold your vacation rental reservation. We must receive a credit card or PayPal deposit for the security deposit at time of booking. Upon receiving your security deposit and a signed, dated copy of this Rental Agreement, your reservation will be confirmed and a rental confirmation will be emailed to you.

Upon your arrival, your security deposit converts to a damage deposit. The damage deposit will be returned to you within 3 to 7 business days **provided that the following provisions are met**:

* No damage is done to the property or its furnishings
* There are no items missing from the property.
* All keys are returned.
* There are no violations of this agreement.

**This agreement is a short-term vacation rental contract and differs in Texas law from that of a residential lease. The property manager/owner or representative has the right to enter the property with reasonable notice for the protection, inspection, or maintenance of the property, and/or enforcement of this agreement up to but not limited to full eviction and forfeiture of all amounts paid including damage deposit. \_\_\_\_\_\_\_ (initial)**

**BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT IN THE EVENT OF ANY ENFORCEMENT ACTION UP TO BUT NOT LIMITED TO EVICTION, ALL AMOUNTS PAID INCLUDING THE FULL DAMAGE DEPOSIT WILL BE FORFEITED. \_\_\_\_\_\_\_ (initial)**

**TERMS AND CONDITIONS**

**VIOLATION OF ANY OF THE FOLLOWING TERMS AND CONDITIONS WILL RESULT IN EVICTION AND ALL AMOUNTS PAID INCLUDING THE FULL DAMAGE DEPOSIT WILL BE FORFEITED. \_\_\_\_\_\_\_ (initial)**

You must be 25 years of age to rent this property. By signing this agreement, you acknowledge that you are 25 years of age or older. Proof of age with valid ID is required at check-in. Any falsification of age will result in immediate eviction and all amounts paid including damage deposit will be forfeited. \_\_\_\_\_\_ (initial)

By signing this agreement, you acknowledge that you are responsible for the conduct of all persons you invite or allow to remain on or in the property during the dates of this reservation. Your reservation is confirmed for only the number of guests listed on your confirmation and upon check-in, you will be required to complete a Guest Registration Form listing the names and ages of all persons who will be on the premises. The property has a guest maximum occupancy of \_\_\_ adults, and \_\_\_ children at any given point in time, day or night including interior, exterior, grounds, driveways, backyard and pool. Exceeding this occupancy limit or falsifying occupancy is strictly prohibited. Violation of the Occupancy Limit will result in immediate eviction and all amounts paid including damage deposit will be forfeited. \_\_\_\_\_\_ (initial)

House parties, social events, and/or ANY activity where guests not listed on the Guest Registration or exceeding the occupancy limit are invited including dinners and family reunions are strictly prohibited. Any violation will result in immediate eviction and all amounts paid including damage deposit will be forfeited. \_\_\_\_\_\_ (initial)

Subleasing the property or advertising the property in any form including but not limited to digital or social media is strictly prohibited. \_\_\_\_\_\_ (initial)

As the responsible party signing this agreement, you must personally be in residence during the entire stay and when requested by law enforcement or other authority you must provide a copy of this signed agreement. By signing this agreement, you acknowledge that you are responsible for the conduct of all persons you invite or allow to remain on the property during the time of your reservation. \_\_\_\_\_ (initial)

Any guest(s) engaging in or arrested for any illegal activity including the possession of illegal substances is strictly prohibited anywhere in or on the property. The Guest(s) will be subject to immediate eviction and all amounts paid including damage deposit will be forfeited. \_\_\_\_\_\_\_ (initial)

You must comply with all city noise ordinances. No loud noise is allowed after 11:00 pm or before 9:00 am. \_\_\_\_\_\_\_ (initial)

Fireworks are prohibited by city ordinance, both on private and public property. \_\_\_\_\_\_\_ (initial)

No BBQ grilling is allowed on enclosed decks. *(And no charcoal grills allowed, if a property insurance or Homeowner Association does not permit)* \_\_\_\_\_\_\_ (initial)

No pets are allowed without specific written permission. \_\_\_\_\_\_\_ (initial)

**HOUSEKEEPING AND OTHER MATTERS** When you arrive, the property will be clean and set up with linens. We have included the following supplies to accommodate the appropriate number of guests:

* Bath towels, hand towels, wash cloths. Beach towels are not provided, please do not take bath towels to the beach.
* Initial supply of dishwashing soap, hand soap, paper towels and toilet paper

This is a non-smoking property. When smoking outside of the property, the doors to the property must be kept closed and butts must be safely and properly disposed. If smoking is detected inside the property, the full damage deposit will be forfeited. \_\_\_\_\_\_\_ (initial)

Vehicle parking is limited to designated spaces at the property or in legal public overnight parking. Parking in other than a designated place will result in the towing of your vehicle. \_\_\_\_\_\_\_ (initial)

Lock all doors when you leave the house to keep your personal items safe. Property manager and property owner are not liable or responsible for personal items left behind, lost or stolen. If you leave an item behind and wish to have it returned, call us as soon as possible and if found, we will arrange for shipment.

The decks, BBQ grill, swimming pool and/or hot tub {and boat slip/docks} are provided for the enjoyment of adult guests. Keep children away from these areas unless there is constant adult supervision. The beach / open-waters presents certain dangers. Renter/Guests must respect nature and take care to guard themselves and their guests as appropriate. Owner is not responsible for accidents and/or injuries. \_\_\_\_\_\_ (initial)

Check-in time is 3 p.m. CST at {insert location or check in instructions}. Please respect this time as in many cases the property has been rented the night before and we require time to prepare for your stay.

**CHECKOUT** Check out time is 11 a.m. CST. Prior to checkout, all dishes should be left in the dishwasher. Beds should be left unmade. Used towels may be left in the tub or shower. Before leaving, please set the thermostat to 78 degrees. Make sure all doors and windows are locked and shut. Please empty the refrigerator completely. Upon final departure, {please return all keys/leave all property keys on the kitchen countertop} and lock the door.

PLEASE READ ANY INSTRUCTIONS OR RULES AS SOON AS YOU ENTER THE PROPERTY. **IF YOU ENCOUNTER ANY PROBLEMS PLEASE CONTACT: {24/7 contact on file with City of SPI}**

**CANCELLATION POLICY** If you cancel more than 30 days before check-in, your Security Deposit will be returned. ***{Insert other cancellation terms}*** No refunds will be granted for cancellations due to weather unless there is a mandatory evacuation of the island. \_\_\_\_\_\_\_ (initial)

 *Force Majeure.* There may be circumstances beyond our control and contemplation, in which the property might not be available for your booking. Examples of these include (but are not limited to) extended power or other utility outage (lasting more than one day), severe weather, destruction of or severe damage to the property. In the event of *Force Majeure,* we will do our best to make alternative arrangements for you where possible. If we cannot, or if the alternative arrangements are not acceptable to you, then we will refund all monies paid. This will be the full extent of our liability to you in such circumstances, and we will not be responsible for any other costs connected with any such cancellation,

I UNDERSTAND AND AGREE THAT THE PROPERTY MANAGER AND THE OWNER OF THE PROPERTY WILL NOT BE LIABLE FOR ANY PROPERTY DAMAGE, BODILY INJURY OR DEATH TO RENTER, FAMILY OR GUESTS OF RENTER, FROM OR DUE TO ANY CAUSE OR ACTION, ARISING DURING THE OCCUPANCY OF THE SAID PROPERTY INCLUDING BUT NOT LIMITED TO USE OF SWIMMING POOL, HOT TUB, {OR BOAT SLIP/DOCKS} BY TENANT, FAMILY OR GUESTS.

By signing this agreement, I agree to all terms and conditions.

Renters signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_