

# LEASE AGREEMENT

This Lease Agreement (the "Agreement") is made by and between host ("Homeowner") and ("Guest") as of the date last set forth on the agreement made via the HomeAway or associated websites. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

## 1. Property

The property address will be disclosed at time of booking.

## 2. Rental Party

The rental party shall consist of Adults and Children (under age 18). The maximum number of guests is limited to 22 persons. Additional guests staying the night beyond the agreed upon number is not allowed without prior permission granted by the hosts through Email or reservation website message thread. Any guests found staying at the house over the agreed number at the time of reservation without permission will be charged a \$200/night fee, taken from the deposit.

## 3. Term of the Lease

The lease begins at the agreed upon check-in time on (the "Check-in Date") and ends at the agreed upon check-out time on (the "Check-out Date").

## 4. Security Deposit – Damage Protection

The Security Deposit and/or Damage Protection fee is required to protect the Homeowner from loss or damage to the Property, including the house, its furniture and other contents located on the Property. Any damage to the Property during the term of the lease or additional cleaning required will be paid from the security deposit or from the Damage Protection in place. Guest will be responsible for any excess cost of repair or replacement required as a result of damage caused by the Rental Party or other invitees during the lease term, and Guest shall pay the same promptly to Homeowner upon written request, provided such written request is accompanied by documentation of such excess costs of repair or replacement. Guest shall cooperate fully with any inquiries or details regarding claims on the Damage Protection coverage.

## 5. Rental Rules

Guest and all members of the Rental Party shall abide by all local, state and federal laws and regulations at all times in conjunction with the rental of the property. Guest agrees to abide by the Rental Rules (attached as Exhibit A and provided in written form at check-in in the House Manual and Rules booklet) at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property ("the Rental Party") to abide by the following rules at all times while at the property. At the termination of this Lease, Guest shall quietly yield up the Property in good and habitable condition in all respects, as it was when the Guest took possession, with exception any normal use covered by the cleaning fee.

## 6. Liability

Guest and all members of the Rental Party personally assume all risks of property loss or damage and physical injury or death that exist or may exist in connection with use or occupancy of the Property.

Guest and all members of the Rental Party release Homeowner and any other owners of the Property from any claim for damage, accident or injury that and any members of the Rental Party may sustain from use or occupancy of the Property during the term of this Lease Agreement and agree to indemnify, hold harmless and defend Homeowner and any other owners of the Property from any claim, action or proceeding by Guest and all members of the Rental Party, their family, estate, heirs or assigns related to a claim for damage, accident or injury during the use or occupancy of the Property.

## 7. Access

Guest shall allow Homeowner and their agents, upon request, to enter the property at all times for purposes of repair, improvement, and inspection.

## 8. Other

Guest shall not assign the lease or sublet the Property. The terms of this Agreement will be governed by and interpreted under the laws of the State of Texas, Dallas County.

## 9. Cancellation Policy: Strict: No Refund.

-- Changes in the reservation such as dates and number of guests is subject to approval by the Homeowners.

## 10. Payment

Payment is received through the HomeAway processing system exclusively.

The parties agree to the terms of this Lease Agreement.

## Exhibit A: RENTAL RULES

1. Absolutely no smoking permitted inside home. Failure to abide by this rule will result in a \$500 fine.

2. People other than those in the Guest party may not stay overnight in the property. Any person on the property is the sole responsibility of Guest. Failure to abide by this rule will result in a \$200/night fine.

3. The Homeowner is not responsible for any accidents, injuries or illness that occurs while on the Property. The Homeowner is not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.

4. Cell phone coverage is excellent at the Property. There is no landline phone.

5. Keep the property and all furnishings in good order. Use appliances only for their intended uses. Household items (towels, utensils, dishware, etc.) are not to be removed from the Property.

6. Be respectful of neighbors and keep music at reasonable level during the day. Please refrain from noise after midnight on weeknights and 2:00am on weekends. Any excessive noise complaints will result in a \$500 fine plus costs of any police citations if applicable.

7. Pets are absolutely not permitted anywhere on the property at any time inside or outside the home. Failure to abide by this rule will result in a \$500 fine.

8. There is no daily housekeeping service included. Optional daily, bi-weekly, or weekly can be arranged at an additional charge (contact hosts). One or two starter sets of Linens and bath towels are included in the rental rate and cleaning of them provided by the cleaning fee, but we do not permit towels or linens to be taken from the home. Please enjoy the nice bedding on each sleeping bed, couch, futon or airbed by sleeping in between the bottom and top sheets and avoid sleeping on the covers or comforters.

9. The Hot Tub. It is important to read the hot tub operation instructions in the full House Manual and Rules booklet provided upon arrival. **DO NOT CHANGE SETTINGS ON THE HOT TUB, OTHER THAN TO TURN THE TIMER SO THE PUMP TURNS ON WHEN IN USE OR TO HEAT UP.** Check the water level after each use and if the water level is too low below the top intake drain on the steps, you should add enough water using the garden hose until the water covers the drain about 1 to 2 inches above. This is important so that the pump and heater core work properly. **NOTE:** If the pump or heater core run without water above the top drain, they can be damaged. All pump damages and repairs due to misuse or ignorance will be the responsibility of the Guest.

9. Prior to departure:

- a. replace all chairs, cushions, and equipment where originally located;
- b. place all used dishes in the dishwasher and run it;
- c. do not strip beds or bed linens or make beds, just straighten them up a little, unless of course you are staying more than a few days and change the sheets yourself with the extra set provided in which case place the used sheets on the floor in front of the washing machine;
- d. hang up all used towels in the bathrooms or outside on the towel rack and/or place any used towels not hung up in a pile in front of the washing machine;
- e. clean up and properly dispose of all trash with airtight knots in the big black garbage bags provided and place by the back gate in the pool area;
- f. turn off all lights;
- g. turn off the RecRoom A/C and Heat Unit, and, if applicable, turn off the central A/C and Heat Unit at the thermostat in the hallway.
- h. lock the door behind you when you leave;

10. Please treat our home as if was yours and have fun!