

**CLARENCE MARTIN/DON MARTIN**  
**LEASE AGREEMENT**  
**213 HEARTFIELD, SMITHPOINT, TX**

This agreement is made between Clarence and Don Martin and \_\_\_\_\_ (the undersigned) herein referred to as "Guests".

1. CHECK-IN TIME IS AFTER 3 P.M. CST AND CHECK-OUT IS 12 A.M. CST.

No early check-ins or check-outs without prior agreement. This agreement does not create a tenancy or residence. You must depart at the appropriate time. If you arrive early, do not enter the 213 Heartfield until 3 PM - there are no exceptions unless discussed prior to renting. If you have any difficulties accessing the key or entering the house please call one of the following numbers: 281.758.1383, 832.498.2616, 936.336.3945, 936.346.2880, 936.346.7398. If you are checking in on a day other than the first day of your reservation, please notify us what day you are arriving so that we don't think you aren't coming and re-rent the beach house

2. This is a **NONSMOKING** home. Smoking is not allowed in the house or on the deck. Smoking in the house or on the premises will result in a \$600 extra cleaning fee plus damages.

3. Pets of any type are not allowed. Bringing a pet inside or outside a "no pet" home will result in forfeiture of your damage deposit.

4. Premises will not rent to vacationing students or singles under 25 years of age unless accompanied by an adult guardian or parent.

5. **DAMAGE/RESERVATION DEPOSIT**- A damage deposit of \$500 is required. This must be received immediately to book the reservation. The deposit is NOT applied toward rent; however, it is fully refundable within (14) days of departure, provided the following provisions are met.

- a. No damage is done to unit or its contents, beyond normal wear and tear.
- b. No charges are incurred due to uninvited pets.
- c. All debris, rubbish and discards are taken to the garbage can and placed at the end of the driveway
- d. All charges accrued during the stay are paid prior to departure.
- e. Dishes must be washed and put away prior to leaving . An extra \$75 will be accessed for dirty dishes or dishes not put away.
- f. All items in the home and belonging to the property are accounted for. Missing items will be charged.
- g. No Early check-in or late check-out unless prior written (or e-mail) approval is given.
- h. The renter is not evicted by the owner (or representative of the owner) or the local law enforcement.
- i. It is also considered damage if the tenant reserves the date and does not follow through with their trip. See cancellations below #8.
- j. If there is damage greater than \$800. Renter will have to pay for all damages incurred.

6. MAXIMUM OCCUPANCY- The maximum number of guests allowed in the home is limited to six (6) persons. An additional charge of \$100.00 per person per night for guests in addition to six (6) persons will be assessed.

7. PAYMENT - Full payment is required 30 days before arrival. To reserve 213 Heartfield, Smithpoint, TX a \$500 damage deposit, half of your total amount due and this signed contract must be received before the house is reserved. You will receive notification of the receipt of your payment and signed contract.

8. CANCELLATIONS - Owner does not accept cancellations and does not refund any payments.

9 . RATE CHANGES - Rates subject to change without notice. Those who have paid their deposit are locked in for the rate quoted at the time of deposit.

10. FALSIFIED RESERVATIONS - Any reservation and or information obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check-in.

11. WRITTEN EXCEPTIONS - Any exceptions to the above mentioned policies must be approved in writing in advance.

12. HURRICANE OR STORM POLICY - The owner cannot be held responsible for bad or rainy weather and no refunds will be given. No refunds for hurricanes will be given unless:

- a. The National Weather Service orders mandatory evacuation in a "Tropical Storm/Hurricane Warning area" and/or
- b. A "mandatory evacuation" order has been given for the Tropical Storm/Hurricane Warning" area of residence of a vacationing guest. The day that the National Weather Service orders a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area, we will refund:
  - a. Any unused portion of rent from a guest currently registered,
  - b. Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten their stay, to come in after the Hurricane Warning is lifted; and
  - c. Any advance rents collected or deposited for a reservation that is scheduled to arrive during the "Hurricane Warning" period.

13. AT YOUR OWN RISK:

213 Heartfield is privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are also not responsible for the loss of personal belongings or valuables of the guest. At the beach, swim, boat, and play at your own risk, there is no lifeguard on duty. **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.** Diving within the shallow areas of the sea is advised against and we cannot at any time accept liability under any circumstances for any instances that may affect any member of your group's personal well being, including personal injury, illness or death. Children should never be allowed to go by the water without attentive parental supervision. SWIMMING: The undersigned realizes that there

is no lifeguard on duty. **All Guests must realize that they are swimming at their your own risk.**

14. GARBAGE PICKUP: Please leave garbage in trash cans downstairs.

15. Quite often water is a scarce commodity, therefore, water should not be used for pools, washing vehicles, etc. Be frugal with shower and baths.

16. LIABILITY: The description of the home is honest and factual. Every reasonable effort has been made to describe as accurately and fully as possible what we are offering and every reasonable attempt will be made to supply what has been described. Whilst Owner has made every effort to ensure that description and the home meets the required standards, the owners cannot accept responsibility for any alterations beyond our control. Nor can owners accept responsibility for any injury, sickness, loss, damage, additional expense or inconvenience, directly or indirectly caused by or arising out of the use of the property including exceptional weather conditions. In the event of equipment or facility failure we will endeavor to repair or replace the same with minimal disruption to you. We are unable to accept liability for the failure of equipment and facilities or the absence of amenities described beyond our control. Further, no responsibility is accepted for your personal belongings, car, and its contents or of any other member of your party during your stay. Nor can we accept liability for circumstances that are due to your own actions, or to the actions of a third party, or to an unusual and unforeseeable circumstance which consequences could not have been prevented by us, even exercising all due care. Owner cannot be held liable for loss of main services such as electricity or water supplies, nor any actions taken in the vicinity of the home by any person(s) or authority over which we have no control.

17. INVENTORY: Please do not take items from the house. If an item is missing after your stay, the item will be billed or taken out of the tenants deposit at new replacement value of the item.

18. No grills or outdoor grilling allowed on the deck or on the concrete under the house, due to liability, risk of fire and insurance requirements.

19. Owner, or agent may enter premises at reasonable hours any day for the purpose of effecting necessary repairs and inspections. Renter agrees not to use our home for any house/fraternity/sorority parties, youth groups, minors (unless accompanied by parents), or any unlawful, illegal or immoral purposes. If any questions, please call owner.

20. Renter agrees to abide by our "Before You Leave" policy: Turn off all lights, air conditioning, TV, appliances, etc. Remove any trash or food that you brought into our rental home. Make sure all dirty linens and dishes are cleaned and placed in the appropriate place. Use owners swiffer and broom (in laundry room) on any spills (after clean up), sand or mess and leave home as you found it when you checked - in. Renter agrees not to move any furniture, appliances, art, materials, etc. Please make sure front and back porch doors and windows are all locked. An inspection of the rental home after your stay will be performed to evaluate the rental home condition for next guests and if any deposit shall be refunded.

- Place all trash in secured trash bags and leave in the outdoor trash cans or near the curb.
  - Clean and put away all dishes including those in the dishwasher.
  - Remove all of your food from the refrigerator.
  - Leave the refrigerator and freezer settings on medium.
  - Please turn off all small appliances such as coffee pot, etc.
  - Turn off all inside and outside lights.
- Make sure all doors and windows are locked and secure.

21. Upon arrival, please inspect rental home immediately within first hour or by 5:00 pm at the latest or please call the next day before noon (Sundays are okay to call us). Please call or email us of any specific problems within an hour of your check-in. If you have a problem you must call owner Clarence Martin 936.336.945 or 936.346.7398

22. Renter agrees not to leave our rental home early before check-out date, or not check-in at all without telling owner immediately. Renter agrees to not demand or sue for refund of rental money in ANY case, whether, renter checks out early, or renter does not check-in, or if renter stays the full time, and then complains after the fact or complains during your stay. We're sorry, no refund for early checkout or any case, except if an emergency (ex. hurricane evacuation, per City /Town official only) and approved in writing or verbal by owner. Rental premises are considered clean, decent, safe and sanitary.

23. Policies, rates, vacancy, info, pictures, movies, virtual tours, etc. are subject to change without notice due to: short term vacation rentals are "Live" online for purchase, upgrades to rentals, and constantly changing.

24. Renter agrees to not sublet or assign this rental agreement without written consent of the property owner.

## ADDITIONAL RENTAL INFORMATION

### LENGTH OF RENTAL

Rental weeks are available two ways: Monday 3 p.m. to Sunday at 12 p.m. or Friday 3 p.m. to Thursday at 12 p.m. Weekends are booked ONLY when they do not present a possible time loss. If you would like to call a few days prior to a weekend, to check availability, you may. If no one has rented the house for the week then the house may be available for the weekend. However, off-season can be booked any time as long as it is a two-day rental, and as long as two weekends are not taken up by your stay. **NO CAMPERS, TRAILERS OR RV'S WILL BE ALLOWED .**

### HOLIDAYS

The following holidays require minimum stays:

**Memorial Day:** 3 night minimum

**Labor Day:** 3 night minimum

**Thanksgiving:** 4 night minimum

**Christmas/New Year:** 3 night minimum

### AIR CONDITIONER

Please be conservative when using the air conditioner. Keep the thermostat at auto 70-75 degrees and keep windows and doors closed.

### BED LINENS AND TOWELS

You are responsible for bringing all linens and towels. Therefore, you will need to bring bath towels, beach towels, cleaning towels, bed linens, blankets, etc. These items will not be provided. There are two queen beds, two twin beds and one king size bed in the home.

### FAMILY ENVIRONMENT

We rent to FAMILIES and accept reservations ONLY FROM ADULTS! No prom, spring break, graduation groups, chaperoned or not, will be allowed to rent. No exceptions will be made and NO KEYS WILL BE GIVEN TO ANYONE BUT AN ADULT OVER THE AGE OF 25! If owner, security, or neighbors discover a disturbance, overcrowding or damage, all parties will be asked to leave promptly, without a refund of rent money or damage deposit. Identification must be furnished upon request. **No travel trailers, campers, etc. will be allowed on the property. Since this is strictly a Family Environment, noise must be kept to a minimum level so that our neighbors will not need to call us.**

## FIREWORKS

Fireworks are not permitted on the premises, including decks, walkways, driveways or yards.

## FISH CLEANING

We ask that you be thoughtful of the homeowners when discarding fish remains. Please do not leave any fish remains on the property or in the garbage. STINKY! THANK YOU!

## FURNITURE

Please do not reconfigure the furniture. Doing so can lead to damage of the furniture, floors and walls. Renter is responsible for all damages caused by the renter and/or their guests.

## GRILLS, SMOKERS, ETC.

No grills or outdoor grilling allowed on the deck or on the concrete under the house, due to liability, risk of fire and insurance requirements. A grill and necessary supplies will not be provided

## MAINTENANCE

We make every effort to keep the property and its equipment in good working order. In the case of a breakdown, we will strive to repair it as soon as possible and make reasonable effort to resolve any problems. There may be an occasional problem with air conditioners, televisions, VCR's, DVD's, appliances, etc. NO REFUND OR RATE ADJUSTMENT WILL BE MADE FOR MECHANICAL FAILURE. (CHARGEBACKS COULD BE MADE FOR UNNECESSARY MAINTENANCE CALLS).

## PARKING

Parking is not allowed on lawn areas. The lawn area contains the sewer equipment. Parking is not allowed on the sides of the streets nor in the driveways of other properties. If you fail to abide by these rules we will be notified.

## WATER

Quite often water is a scarce commodity on the island, therefore, water should not be used for pools, washing vehicles, etc. Be frugal with shower and baths.

## WHAT TO BRING

**Paper and kitchen products:** Toilet paper, paper towels, coffee filters, plastic wrap, aluminum foil, trash bags  
**Bed Linens and Towels** - You are responsible for bringing all linens and towels. Therefore, you will need to bring bath towels, beach towels, cleaning towels, bed sheets, blankets, etc. These items will not be provided.  
**Cleaning supplies:** Dishwasher soap, dishwashing liquid, laundry detergent  
**Non-perishable food items:** Condiments, sugar, etc.  
**Beach supplies:** Cooler, hats, beach umbrella, beach chairs, beach towels, sun block, mosquito repellent

Grill supplies: Grill, charcoal and lighter fluid - grill will not be provided

Personal supplies: Bath soap, shampoo, etc.

By renting this home, you agree to respect the fact that this is the owner's home and you agree to treat this home like it is your home as well.

Emergency Contact (only to be notified in case of emergency)

Name \_\_\_\_\_

Phone (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Dates of Reservation: Check in date: \_\_\_\_-\_\_\_\_-20\_\_  
(month - day - year)

Check-out date \_\_\_\_-\_\_\_\_-20\_\_  
(month - day - year)

Half of rent plus deposit (\$800) due to reserve. Remaining rent due a week prior to beginning of reservation.

Length of reservation (# of days) \_\_\_\_\_

Total due to reserve \$ \_\_\_\_\_

Remaining due one week prior to beginning of reservation \$ \_\_\_\_\_

By Signing Below, I agree acknowledge the fact that I am 25 years of age or older and I agree to all terms and conditions of this agreement as listed above:

Renter Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Renter Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Mailing Address: Clarence Martin  
P.O. Box 8005  
Liberty, TX 77575

Questions: 936.336.3945