

RENTAL CONTRACT for Sound Waves Surfside Beach

I, _____ (the renter), agree to rent from Donna Clark, a beach house in Surfside Beach, Texas. Total number of people in my party is _____, which includes _____ adults and _____ children. We will be arriving on _____ and departing on _____. **IMPORTANT: Check in time is 4:00pm and check out time is 11:00am.**

I agree to pay the rental fee of \$_____, plus 10% hotel/motel tax_____ and the refundable deposit of \$300. The total amount due is \$_____. Fifty percent (50%) of the rental fee will reserve date \$_____.

The following terms and conditions apply:

1. A down payment of fifty percent (50%) of rental rate will reserve desired dates. The other half of the rent, 10% hotel/motel tax and deposit is due 30 days before rental starts. Security deposit is mailed back within 30 days after the end of the rental. You are required to leave the beach house in the same general condition that you received it. Additional or extra cleaning will be deducted from deposit.
2. If this agreement is cancelled 31 days or more before the arrival date (in writing), the down payment will be returned less a \$75.00 processing fee. If this agreement is cancelled 30 days or less before the arrival date, your deposit and payments will be forfeited. There are no cancellations during the summer or high season from May 1 thru September 15 and no cancellations for holidays. No refunds for bad weather. Should a hurricane or other natural disaster occur, a full refund or prorated rent will be given only after mandatory evacuation has been issued.
3. Pets are not permitted unless pre-authorized with additional deposit.
4. Renter is an adult over 25 years of age and will be an occupant of the beach house during the entire reserved period. No rentals will be made to persons under the age of 25 years. Any reservations under false pretenses will be subject to forfeiture of advance payments, rent and deposit. Violation of this rule could result in eviction.
5. Sleeping Capacity/Disturbances. Maximum number of guests is 14 at Sound Waves. If maximum occupancy is exceeded, renter will be asked to vacate the property and forfeit any rental payments or deposit. Any acts which interferes with neighbors' right to quiet enjoyment of their property can result in eviction and forfeit of rental payments or deposit.
6. Renter's Liability. The Renter agrees to accept liability for all damages caused to the property (other than normal use) by Renter or Renter's guests. If damages or extra cleaning are in excess of security deposit, Renter agrees to reimburse Owners for all cost incurred to repair or replace the damaged item(s) within 30 days.
7. Release of Liability and Idemnification. I hereby permanently release P&D Clark and their representatives from liability for any injury, loss or damages caused to me or my guests and personal property that may be caused by accident, event, fire, theft or other casualty during the rental period.
8. We ask our guests to please take care of the house as if it was your own. Information provided may change without notice due in part to items that may be lost, misplaced or broken. Owners strive to maintain property in optimum working condition, but appliances and mechanical problems can arise. No refunds will be given for short-term appliance or mechanical failures. Should a mechanical malfunction occur during your stay, please notify us immediately for prompt action to be taken. The beach house operates on a septic system so please do not place anything other than toilet tissue in toilets at any time.
9. Renter is responsible to leave property in good/clean condition in order to receive deposit refund (bring your own cleaning supplies) . A) All beds must be stripped of linens and made up. B) All floors must be swept, mopped and vacuumed. C) All dishes must be washed and put away (not left in dishwasher). D) All trash must be bagged and placed downstairs. E) Refrigerator must be clean and wiped out. F) AC/Heater must turned OFF
10. Our Rental Management Company, Beach Resort Services, has the right to enforce these rules.

Renter signature _____ Printed Name _____

Address _____ City _____ State _____ Zip _____

Cell Phone _____ Email _____

Heard about us thru _____ GOOGLE ___ YAHOO ___ MSN ___ BING ___ Other _____

Make check out to Donna Clark, & Please mail this back to:

Donna Clark, 168 Lake Point Blvd #C302, Montgomery, TX 77356
Phone: 936-522-6198 Email: beachesdjw@aol.com
www.beachestx.com

Hope you have a GREAT TIME on the BEACH!!!!