

SHORT TERM RENTAL AGREEMENT

1. **The Parties** This agreement made this ____ day of _____,
20____ between _____ [tenant] of
_____ [address of tenant]

Hereinafter referred to as "Tenant", and Nancy Beauchamp [name of landlord] of
5726 N FM 2869, Winnsboro, Texas 75494, Hereinafter referred to as "Landlord".

2. **The Property** Property Location: Guest House at 5726 N FM 2869, Winnsboro,
Texas 75494

3. **Period and Guests** Total people in renting party consists of _____ Adults,
_____ Children, and not to exceed 3.

Rental period begins at ____:____ AM PM on the ____ day of
_____, 20____ and ends at ____:____ AM
PM on the day of _____, 20____.

4. **Rental Amount** Total rental amount for the period is _____ Dollars
(\$_____)

or equal to Ninety-five Dollars (\$95.00) per night.

5. Fees, Taxes, and Deposit

Cleaning Fee: \$_____

Security Deposit: \$_____

Taxes: \$_____ (13% Hotel/Motel Tax)

Other _____: \$_____

Total Deposit and Fees Due with Signed Agreement: \$_____

6. **Termination** The Landlord has the right to inspect the premises with prior notice
as stated with the applicable State laws. Should the Tenant violate any of the terms
of this agreement, the rental period shall be terminated immediately in accordance



with State law. The Tenants waive all rights to process if they fail to vacate the premises upon termination of the rental period. The Tenants shall vacate the premises at the expiration time and date of this agreement.

7. Maintenance and Repairs The Tenants shall maintain the premises in a good, clean, and ready to rent condition, and use the premises only in a careful and lawful manner. The tenants shall leave the premises in a ready to rent condition at the expiration of the rental agreement, defined by the Landlord as being immediately habitable by the next tenants. Tenants shall pay for maintenance and repairs should the premises be left in a lesser condition. The tenants agree that the Landlord shall deduct costs of said services from the security deposit prior to refund if tenants cause damage to the premises or its furnishings.

8. Trash The Tenants shall dispose of all waste material generated during the rental period in the following area: Trash Can under carport- NO LOOSE TRASH – BAGGED ONLY.

9. Pets No animals or pets of any kind will be brought onto the premises.

10. Subletting The Tenant shall not have the right to sublet the property.

11. Quiet Enjoyment The Tenants shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. The Tenants shall not create noise or disturbances likely to disturb or annoy the surrounding property owners. Creating a disturbance of the above nature shall be grounds for immediate termination of this agreement and Tenants shall then immediately vacate the premises. Quiet hour starts at 9:00 PM where outdoor noise should be kept to a minimum.

12. Smoking Smoking is allowed ONLY OUTSIDE the home and all cigarette butts and associated trash shall be collected in the provided containers on the patio.

Smoking is not allowed inside the home. If Tenant violates this requirement, the rental period shall be terminated immediately in accordance with State law, and the Security Deposit will be forfeited.

13. Essentials Landlord shall provide the following to the Tenant: towels, bed linens, dishes, eating utensils

14. Landlord's Liability The Tenants and Tenants' Guests shall hereby indemnify and hold harmless the Landlord against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Tenants expressly recognize that any insurance for property damage or loss which the Landlord may maintain on the property does not cover the personal property of Tenants, and that Tenants should purchase their own insurance for Tenants and Guests if such coverage is desired.

15. **Rental Deposit** Amount is fully refundable up to 48 hours prior to the beginning of the rental period. After said period prior to the rental start date the Landlord shall have the right to retain the initial Rental Deposit at the Landlord's discretion.

16. **Attorney's Fees** Tenants agree to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by Landlord enforcing this agreement.

17. **Use of Property** Tenants expressly acknowledge and agree that this Agreement is for transient occupancy of the Property, and that Tenants do not intend to make the property a residence or household.

18. **Shortened Stays and Conditions** There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions.

19. **Firearms** Only legally owned and permitted firearms shall be allowed on the premises according to State and local laws.

20. **Fireworks** Tenant agrees that Fireworks and other hazardous materials shall not be used in or around the property.

21. **Illegal Use** Tenant shall use the property for legal purposes only and other use, such as but not limited to, illegal drug use, abuse of any person, harboring fugitives, etc. shall cause termination of this agreement with no refund of rents or deposits.

22. **Fire Alarms** The property has smoke/fire alarms. Tenant must notify the Landlord without delay if a fire alarm "chirps" or has a low battery condition.

23. **Possessions** Valuable items left behind by tenant will be held for the tenant and every reasonable effort will be made to contact the tenant for return. If items are not claimed for longer than 6 months they shall become the property of the Landlord. The Landlord shall not be held liable for condition of said items.

24. **Cable TV** Cable TV is provided and service level has been chosen by the Landlord. No refund of rents shall be given for outages, content, lack of content, or personal preferences with regard to cable TV service.

25. **Internet** High speed wireless internet is provided as a convenience only and is not integral to the agreement. No refund of rents shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences with regard to internet service.

26. **Manager/Landlord Contact** Landlord/Manager's Name: NANCY BEAUCHAMP

Landlord/Manager's Telephone: (903) 204-9025 CELL (903) 629-3388 LANDLINE

Landlord/Manager's E-Mail: info@nancybeauchamp.com

Landlord/Manager's Address: 5726 N FM 2869, Winnsboro, Texas 75494



27. Governing Law This agreement is governed under the laws of TEXAS and specifically the State Statutes known as Title 8 Landlord and Tenant, Chapter 93 Commercial Tenancies.

28. Other Agreements In addition to the language stated in this agreement the parties, Landlord and Tenant, agree to the following:

Landlord and Tenant agree to the above conditions on this ____ day of _____, 20____ and hereby swear that the information provided is accurate and true:

Tenant's Signature _____ Date _____

Print Name _____

Tenant's Signature _____ Date _____

Print Name _____

Landlord's Signature _____ Date _____

Print Name _____

Landlord's Signature _____ Date _____

Print Name _____