

SHORT-TERM RENTAL AGREEMENT

1. **THE PARTIES.** This Short-Term Rental Agreement ("Agreement") made on _____, between the following:

Landlord: Stacy Richards, with a mailing address of 22318 Seal Valley, Ln Katy, TX 77450 ("Landlord"), and

Tenant: _____, with a mailing address of _____ ("Tenant").

Occupant(s): _____.

2. **THE PREMISES.** The Landlord agrees to lease the described property below to the Tenant, and the Tenant agrees to rent from the Landlord:

a.) Mailing Address: 15145 Marina Dr, Montgomery, TX 77356.

b.) Residence Type: ☒ Apartment ☒ House ☐ Condo ☐ Other: _____

c.) Bedroom(s): 5

d.) Bathroom(s): 4,5

e.) Other: Three level home with living space and game room.

Hereinafter known as the "Premises."

3. **LEASE TERM.** The Tenant shall have access to the Premises under the terms of this Agreement for the following time period: (check one)

☒ - **Fixed Term.** The Tenant shall occupy the Premises starting _____, at 4:00 ☐ AM ☒ PM and ending _____, at 11:00 ☒ AM ☐ PM ("Lease Term").

☐ - **Month-to-Month Lease.** The Tenant shall be allowed to occupy the Premises on a month-to-month arrangement starting on _____, and ending upon notice of _____ days by either Party ("Lease Term").

4. **SECURITY DEPOSIT.** The Tenant shall be obligated to pay the following amounts upon the execution of this Agreement: (check one)

☐ - **No Security Deposit:** There is no deposit required for the security of this Agreement ("Security Deposit").

☐ - **Security Deposit:** \$ _____ ("Security Deposit"). The Security Deposit is for the faithful performance of the Tenant under the terms and conditions of this Agreement. The Tenant must pay the Security Deposit at the execution of this Agreement. The Security Deposit shall be returned to the Tenant within the State's requirements after the end of the Lease

Term less any itemized deductions. This Security Deposit shall not be credited towards any Rent unless the Landlord gives their written consent.

5. **RENT.** The Tenant shall pay the Landlord:

☒ - **Fixed Amount.** The Tenant shall be required to pay the Landlord \$_____ for the Lease Term ("Rent"). The full amount of the Rent is due at the execution of this Agreement.

☐ - **Monthly Amount.** The Tenant shall be required to pay the Landlord \$_____ in equal monthly installments for the Lease Term ("Rent") and due on the ____ of each month under the following instructions:

_____.

6. **UTILITIES.** The Landlord shall be responsible for all utilities and services to the Premises EXCEPT for the following:

_____.

7. **PETS.** The Landlord: (check one)

☒ - **Does Not Allow Pets.** There are no pets allowed on the Premises. If the Tenant is found to have pets on the Premises, this Agreement and any Security Deposit shall be forfeited.

☐ - **Allows Pets.** The Tenant shall have the right to have ____ pet(s) on the Premises with a maximum limit of ____ pounds per pet. For the right to have pet(s) on the Premises, the Landlord shall charge a deposit of \$_____ that is ☐ non-refundable ☐ refundable unless there are damages related to the pet. The Tenant is responsible for all damage that any pet causes, regardless of the ownership of said pet, and agrees to restore the Premises to its original condition at their expense.

8. **PARKING.** The Landlord: (check one)

☐ - **Shall Not Provide Parking.**

☒ - **Shall Provide Parking.** 5 parking space(s) to the Tenant for a fee of \$0 to be paid ☐ at the execution of this Agreement ☐ on a monthly basis in addition to the rent. The parking space(s) are described as:

_____.

9. **FEES.** The Landlord requires the Tenant pays the following fees at the execution of this Agreement: (check all that apply)

☐ - **Cleaning Fee:** \$200.00

☐ - **Taxes:** \$_____

☐ - **Other:** _____ \$_____

10. **SMOKING POLICY.** (check one)

- ☒ - **Smoking is Not Allowed.**
- ☐ - **Smoking is Allowed.** Smoking is permitted in the following areas:

_____.

11. **PROPERTY MANAGER.** The Landlord: (check one)

- ☐ - **Does Not Have a Property Manager.**
Landlord's Telephone: _____
Landlord's E-Mail: _____
- ☐ - **Has a Property Manager.**
Property Manager's Name: Konstantin Krugliakov
Property Manager's Telephone: (858)899-0355
Property Manager's E-Mail: _____

12. **SUBLETTING.** The Tenant: (check one)

- ☒ - **Cannot Sublet the Premises.**
- ☐ - **Can Sublet the Premises.** Each subtenant is: (check one)
- ☐ - Required to be approved by the Landlord with written consent.
 - ☐ - Not required to be approved by the Landlord.

13. **GUESTS.** During the Lease Term, the Tenant is: (check one)

- ☐ - **Not Allowed to Have Guests.**
- ☒ - **Allowed to Have Guests.** Rules regarding guests are as follows:
- a.) Maximum Number of Guests: _____
 - b.) Maximum Stay: _____ Hours
 - c.) Other Rules: Guests must leave by 10 pm. or pay \$ 50 per gues.

14. **QUIET HOURS.** The Landlord requires: (check one)

- ☐ - **No Quiet Hours.** There are no quiet hours. However, the Tenant must reside on the Premises with respect to the quiet enjoyment of the surrounding residents.
- ☒ - **Quiet Hours.** Quiet hours begin at 10 _____ ☐ AM ☒ PM each night and continue until sunrise. Quiet hours consist of no music and keeping all audio at a minimum level out of respect for the surrounding residents.

15. **MOVE-IN INSPECTION.** Before, at the time of the Tenant accepting possession, or shortly thereafter, the Landlord and Tenant shall: (check one)
- ☒ - **Shall Not Inspect the Premises.**
- ☒ - **Inspect the Premises.** Both the Landlord and Tenant shall inspect the Premises and write any current damages and/or needed repairs on a move-in checklist.
16. **INSPECTION.** The Landlord has the right to inspect the Premises with prior notice as in accordance with State law. Should the Tenant violate any of the terms of this Agreement, the rental period shall be terminated immediately in accordance with State law. The Tenant waives all rights to process if they fail to vacate the premises upon termination of the rental period. The Tenant shall vacate the Premises at the expiration time and date of this agreement.
17. **MAINTENANCE AND REPAIRS.** The Tenant 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 Tenant shall leave the Premises in a ready to rent condition at the expiration of this Agreement, defined by the Landlord as being immediately habitable by the next tenant. The Tenant shall pay for maintenance and repairs should the Premises be left in a lesser condition. The Tenant agrees that the Landlord shall deduct costs of said services from any Security Deposit prior to a refund if Tenant causes damage to the Premises or its furnishings.
18. **TRASH.** The Tenants shall dispose of all waste material generated during the Lease Term under the strict instruction and direction of the Landlord.
19. **QUIET ENJOYMENT.** The Tenant, along with neighbors, shall enjoy each other's company in a quiet and respectful manner to each other's enjoyment. The Tenant is expected to behave in a civilized manner and shall be good neighbors with any residents of the immediate area. Creating a disturbance of the area by large gatherings or parties shall be grounds for immediate termination of this Agreement.
20. **LANDLORD'S LIABILITY.** The Tenant and any of their guests hereby indemnify and hold harmless the Landlord against any and all claims of personal injury or property damage or loss arising from the use of the Premises regardless of the nature of the accident, injury or loss. The Tenant expressly recognizes that any insurance for property damage or loss which the Landlord may maintain on the property does not cover the personal property of Tenant and that Tenant should purchase their own insurance for their guests if such coverage is desired.
21. **ATTORNEY'S FEES.** The Tenant agrees to pay all reasonable costs, attorney's fees, and expenses that shall be made or incurred by the Landlord enforcing this agreement.

22. **USE OF PREMISES.** The Tenant shall use the Premises for residential use only. The Tenant is not authorized to sell products or services on the Premises or conduct any commercial activity.

23. **ILLEGAL ACTIVITY.** The Tenant shall use the Premises for legal purposes only. Any other such use that includes but is not limited to illicit drug use, verbal or physical abuse of any person or illegal sexual behavior shall cause immediate termination of this Agreement with no refund of pre-paid Rent.

24. **POSSESSIONS.** Any personal items or possessions that are left on the Premises are not the responsibility of the Landlord. The Landlord shall make every reasonable effort to return the item to the Tenant. If claims are not made within the State's required time period or two (2) weeks, whichever is greater, the Landlord shall be able to keep such items to sell or for personal use.

25. **GOVERNING LAW.** This Agreement shall be governed and subject to the laws located in the jurisdiction of Premise's location.

26. **ADDITIONAL TERMS & CONDITIONS.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Landlord Signature: Stacy Richards **Date:** _____
Print Name: Stacy Richards

Tenant Signature: _____ **Date:** _____
Print Name: _____