

**South Padre Trips Llc 3800 Padre Blvd
South Padre Island, Texas 78597
956-242-0904 (office)**

GUEST RENTAL AGREEMENT – SHORT TERM

Before you proceed, you must read our legal statement. By making a reservation, you are agreeing and accepting all items listed below and hereby certify that you are at least 18 years of age. The primary guest of all reservations must be 25 years of age or older unless we are contacted for additional rules and deposit requirements.

This agreement constitutes a contract between the guest(s) and South Padre Trips, Llc., the Management and Employees thereof as AGENT(s). A photo ID must be attached or shown at our office prior to check in.

ONLINE BOOKING
* Prices do not reflect specials. If applicable, it will be adjusted before payments are accepted.
* This price estimate is based on only allowable number of guests agreed to.
* Fifty percent (50 %) of the rent on a credit card is required to secure reservation and is non refundable for any reason. Balances must be paid minimum of 8 days prior to arrival. DISREGARD if booking made on OTA like Airbnb/Booking.com/VRBO/etc.
* Reservations are not confirmed until guest receives confirmation notice unless booked on a 3 rd party site such as Airbnb/VRBO/Booking.com/expedia provide their own

Address of Property: _____ **UNIT # (if known)** _____

South Padre Island, Texas 78597

Renters Name: _____

Age: _____ **Driver's License Number:** _____ **State:** _____

Cell Phone: _____

Vehicle Make, Model, and License Plate

No.: _____

Vehicle Make, Model, and License Plate

No.: _____

Number of Guests: _____ **Adults Over 18 Years of Age:** _____

Minors: _____

Check In Date: _____ **Check Out Date:** _____

1. **AGENCY DISCLOSURE-** SOUTH PADRE TRIPS LLC. Serves as the agent & representatives of all owners of vacation properties in its rental program, and is acting at all times, in and for the best interest of the owners.

2. **CHECK-IN TIME IS 3:00 P.M.** - At the following: South Padre Trips. Check-in location will be at 3800 Padre Blvd. South Padre Island, TX. Keys are not available until the property is ready for occupancy. No exceptions to this policy will be made. In the case that Guest(s) would like to check in before check in time at 3 P.M. and the unit is available, there will be a **\$75.00** Early Check-In Fee added to the reservation. Agent will use its commercially reasonable efforts to have the Premises ready for Guest occupancy at check-in time, but Agent cannot guarantee the exact time of occupancy. Please call in advance if you may be arriving after 5:00 p.m. so that arrangements can be

made for Guest property keys to be picked up. . **No refunds will be given for delayed arrival and/or no shows~ No refunds for reducing the number of nights. No refunds or reschedules due to inclement weather.**

3. **CHECK-OUT TIME IS 11:00 A.M.-NO EXCEPTIONS!** Strictly enforced so that the Agents have adequate time to prepare the property for the next guest. Please LOCK door on key pad before leaving you also agree to take out all trash, turn thermostat up to 78 degrees, and place all dirty dishes in dishwasher and turn on or a \$150 excessive cleaning fee is assessed to card on file. Guests that do not vacate the rental property by 11:00 a.m. or in the event that the guest returns to the premises without consent of the Agent after returning checking out, a fee equal to the rental rate for one (1) day will be assessed to Guest(s). In the case that Guest(s) would like to stay later, and the unit is not rented, a Late Check Out Fee may be arranged. The fee must be paid at the time of arrangement and a fee is assessed.. Please contact the Agent the day before your departure.to see if possible. Generally this is NOT possible

4. **RESERVATION REQUIREMENTS-** Fifty percent (50%) of the total rent on a credit card is required in advance to hold the reservation and is non refundable. Agent(s) accept Visa, Master Card, Discover, American Express or CASH at office.. Credit/debit card use incurs a 3.5% additional fee. Balance must be paid a minimum of (8) days prior to arrival.. Upon receipt of deposit; confirmation and directions to our office will be e-mailed to Guest. **WE DO NOT ACCEPT personal checks**

5. **Damage DEPOSIT -OR- Damage Coverage Protection Plan Fee-** The security / damage deposit is refundable and is not credited toward rent. This deposit is returned within 30 days of your departure, less any deductions that may be charged to you for damages, late check out, and/or excessive cleaning. The amount various of \$500 to \$1000, inquire. IN LIEU (instead) of a refundable damage deposit, guests may pay a one-time \$59 fee for damage protection coverage on condos, or \$100 for houses. This optional plan provides coverage up to \$500 for accidentally caused damages. By paying this fee, you do not have to post a damage deposit. If you are not 25 additioanl deposits are required. Contact us

6. **CANCELLATION-** All reservations are a non refundable. **NO REFUNDS ARE GIVEN.**

7. **NO SHOW POLICY-** The total amount that has been paid is non-refundable.

8. **CUSTOMER SERVICE-** After your reservation has been made, if you have any questions, we will be pleased to answer them for you on our customer service number 956-242-0904 or email info@southpadretrips.com

9. **CONFIRMATION-** Confirmation of the reservation will be e-mailed to Guest(s) upon receipt of the reservation advance payment. Please read the confirmation for accuracy of dates, mailing address, number of adults and/or children and accommodations. Any errors must be directed to the reservations department within seven days of emailing. Pay close attention to the number of persons (Adults/Children) on the confirmation and lease! Occupancy is limited to REGISTERED GUESTS ONLY. Absolutely no overnight visitors are allowed. In the event this occurs your security deposit and rent will be forfeited and you will be asked to vacate the property. If you are evicted, there are no refunds

10. **ADDITIONAL GUESTS-** (More than the lease states) - Additional guests and visitors must be pre-approved by Agent(s) in advance. (Each child counts as one guest). One bedroom units max is 6 people Two bedroom condos sleep a maximum of 6 people though 8 are sometimes allowed (ask) Three bedroom condos sleep a maximum of 8 people, though 10 are sometimes allowed (ask) These rules are set by the Condo Associations and there are No Exceptions. IF YOU BRING IN EXTRA GUESTS OR VISITORS WITHOUT PRIOR APPROVAL, GUEST(S) WILL BE Police Evicted with no refunds! GUEST(S) SECURITY DEPOSIT AND RENT WILL BE FORFEITED! Parties are NEVER allowed

11. Pools generally close at 10 pm and re open at 9 am. Loud noises are never permitted including music. Failure to follow this rule will result in eviction with no refund. There is NO warning system. Our properties are family oriented and NOT party properties. BE AWARE

12. **SATELLITE/CABLE TELEVISION-** All properties are privately owned and have different subscription packages for cable and/or satellite. Generally, properties now only have "smart" TVs that are online, with NO local cable service provided. Agent(s) does not guarantee any programs or events, Guest(s) liable for ordering any pay per view, programming charge plus an additional \$5.00 charge per program or event will be billed to your account. Most units have wifi/internet. There is no charge for its use.

13. Internet. All properties have internet and WIFI. We do not and CANNOT guarantee reliability at any time and it is not a reason for refund. Spectrum on island is highly unreliable

14. Water pressure - South Padre on "sold out" weekends or summer has very low water pressure. This is not a reason for a refund nor rent reduction
15. Parking. There is a MAX of 1 car at most one bedroom units, 2 cars at most 2 & 3 bedroom units. Private homes or larger units INQUIRE. Certain properties have only 1 parking space per 2 bedroom unit. A golf cart is considered a car. Parking on side of street will result in towing and a fee to you of \$350+. We do not reimburse
16. **PHONE CALLS-** Most properties are not equipped with a telephone.
17. **SMOKING- ABSOLUTELY NO SMOKING IS ALLOWED IN ANY RENTAL PROPERTY. \$350 - \$1000** will be charged, depending on property size, if there is any sign of smoking indoors or cig butts left outside
18. **ALCOHOLIC BEVERAGES-** No drinking of alcoholic beverages by persons under the legal age of twenty-one (21) is allowed. Should a guest (s) or guest of guest(s) be arrested for underage drinking at the rental unit property or should Agent(s) observe a Guest(s) or guest of guest(s) under the age of 21 drinking alcoholic beverages, this rental agreement may be terminated and the guests will be evicted at the option of the Agent(s). Kegs are not permitted on any property. Glass is never permitted by the pool & if this is violated immediate eviction will result
19. **ILLEGAL ACTIVITY-** Illegal Activity including, but not limited to the possession of illegal substances is strictly prohibited anywhere in or on the property. Pot/weed/etc is still illegal in Texas.
20. **PETS (DOGS ONLY) -** You acknowledge that NO PETS are allowed in or on the premises unless Agent(s) has expressly authorized such use (Type and weight of dog has to be listed on lease or it is prohibited). Some homes allow pets (DOGS ONLY). The pet fee is \$75 non-refundable fee per pet (max 2 DOGS or birds ONLY). Our No Pet homes do not allow pets anywhere on or about the premises. **IMPORTANT: IF YOU HAVE A DOG AND IT'S NOT LISTED ON THE LEASE THE UNAUTHORIZED OCCUPANCY OF PETS WHERE PROHIBITED WILL RESULT IN IMMEDIATE EVICTION AND LOSS OF ALL RENTS AND SECURITY DEPOSITS!** Prior permission must be granted. Specific rules must be followed. An additional pet deposit may be required. PETS ARE NOT ALLOWED ON FURNITURE OR BEDDING. Dogs are not allowed to be left alone at ANY time to bark. All pet droppings must be picked up by guest or a \$150 fee is applied to credit card on file Generally, NO PETS are allowed.
21. **HOMES~FURNISHINGS~EQUIPMENT~ETC. -**All homes and condominiums are privately owned property furnished and equipped by its OWNER. As such, Agent(s) cannot make any changes to the furnishings or equipment provided by the owner. If you require special appliances or equipment, please bring them with you. Décor, style, and color will vary. Furnishings are subject to change without notice. Under no circumstances is furniture, bedding, mattress pads, utensils or any other property supplied with the rental property to be taken out or transferred from one property to another. Doing so will result in a charge against Guest(s) security deposit. Loss of these items as well as damage to the property or furnishings in excess of normal wear will be charged to Guest(s), the renter. Certain areas in each rental property are locked for the OWNERS personal storage and are not included in this rental.
22. **LINEN-** A basic supply of linen is provided in each property. We do have a linen exchange that is done at our office Monday to Friday from 10 a.m to 4 pm ONLY (Tuesdays office is closed) and is ONLY available to guests with stays of 3+ nights. The startup set of bath soap, dish soap, toilet tissue, and trash bags are not replenished. We do ask for Guest(s) to bring their beach towels because our towels are not allowed at the beach or pool areas. We also ask for guest(s) to bring any personal items they may need like extra toilet paper, soaps, shampoos, etc.
23. **LISTING & PRICING-** Information regarding individual listings is believed accurate but cannot be guaranteed. We have made every effort to ensure that all the information on Agent(s) website is current and accurate. However, the possibility of errors and omissions exists. We will be happy to confirm all data contained herein or answers any questions you may have prior to booking your reservation. Rates, furnishings, fees, and taxes are subject to change without notice. **Rates-** are generally shown on our website at www.southpadretrips.com. Rates for the holidays, special events, and weekends are higher. Rates do not include tax and are subject to change
24. **Reservation errors** – Reservation errors are rare. In the event that Guest(s) reservation for the rental property overlaps or matches the reservation of another tenant, Agent(s) reserves the right to relocate Guest(s) to a different rental property within the Agent's rental program or that of another company at our Company's sole subjective discretion. Every effort will be made to ensure that the replacement property is reasonably comparable to the original rental property booked. Agent(s) shall have the sole right to select such replacement rental property. Agent agrees to pay any additional charges due in excess of the rental amount for the rental property, and refund any amounts paid by Guest(s) in excess of the replacement property rental amount. Guest(s) will have the option to (1) accept the replacement property (2) reject the replacement property and receive a refund of all rents and fees paid

for the rental property. Guest(s) agree that the choice between these alternatives will be Guest(s) sole remedy for any and all damages, liability, or inconvenience arising out of a reservation error. No other compensation is provided.

25. **CLEANING REQUIREMENTS-** Guest(s) are required to leave the property in the same general condition it was in when Guest(s) arrived. Furniture must be returned to its original place, dishes should be cleaned and put away but, beds do not need to be made, if property has a gas/charcoal grill and is used by Guest(s), it must be cleaned before departure. Agent(s) will clean, vacuum, sanitize, and put clean towels and linens in upon your departure. If additional cleaning is required, appropriate charges will be billed to card on file. Guest(s) is responsible for any damage, abuse, excessive clean up requirements, or loss caused by any member of Guest(s) party to the property or its contents during Guest(s) occupancy. Inspectors walk through each property after check-out to ensure that the property is left in good order. Agent(s) will make that final determination of the necessity of any charges to Guest(s). Maid service during your stay is available for an additional charge and must be scheduled in advance.

26. **EXTRA HOT TUB CLEANING-** Properties with hot tubs have been cleaned prior to your arrival. There will be an additional charge that will vary if guest(s) need an additional cleaning of the hot tub during Guest(s) stay.

27. **Heated pools.** Properties with heated pools if you so desire to have the heat on will be assessed a fee of \$25 per day for the pool heater. The pool heaters must be kept on entire stay. Note: if outdoor temp is under 60 degrees it is unlikely the pool will adequately heat as homes and condos do not have covers.

28. **CHECK OUT PROCEDURES-** The following items must be complied with before check out or guest(s) shall forfeit his/her security deposit:

1. **Dishwasher: it must be loaded and turned on prior to leaving**
2. Refrigerator should be left in clean condition.
3. Windows and doors must be left closed and locked with the air condition on 78 degrees or heat on 55 degrees depending outside temperature.
4. All trash put in outside garbage cans or dumpsters or trash chute in high rises
5. All litter, cigarette butts and pet waste must be picked up from the yard, front and back, parking area and placed in the outside trash container provided or dumpster
6. Property should be left neat.

There is a \$150 excessive cleaning fee if these procedures are not followed

REPAIRS~SERVICE CALLS~REFUNDS- Agent(s) cannot guarantee against mechanical failure of heating, air conditioner, pools, hot tubs, TV's, cable, wifi routers/modems, DVD, washer, and dryer, or other appliances. Please report any inoperative equipment to our office immediately, we will make every reasonable effort to have repairs done quickly and efficiently or move Guest(s) to a different property if possible. Should a repair person make a call to a unit and find that the equipment is in working order and the problem was due to the Guest(s) oversight or neglect, the charge for service will be the Guest(s) responsibility. No refunds or rent reductions will be made due to malfunction of appliances or equipment. All maintenance requests must be reported to the office between 9 am and 5 pm (Agent(s) after hours number is 956-242 0904. PLEASE do not put off notifying us immediately as it could hinder us getting the repair done quickly. Guest(s) understands and agrees that Agent(s) may enter the rental property at any time for the purpose of making needed repairs

29. **TERMINATION BY OWNER/SUBSTITUTIONS-** Agent(s) strives to comply with all reservation requests for specific vacation properties. However, due to ownership changes, properties being removed from rental use, mechanical problems, or other unforeseen circumstances, Agent(s) cannot absolutely guarantee a specific rental property. Agent(s) reserve the right to change assignments without notice or liability should the unit or property become unavailable. When comparable accommodations are not available, Guest(s) will have the option of selecting from available properties or receiving a complete refund of their reservation monies. Where and no substitution can be made, Agent(s) will attempt to give as much notice as possible so other arrangements can be made.

30. **ACTS OF GOD/CONSTRUCTION NOISE-** Neither Owner nor Agent(s) shall be liable for events beyond their control which interfere with Guest(s) occupancy, including but not limited to Acts of God, acts of governmental agencies, fire, strikes, war, inclement weather, illness outbreak (whether viral or bacterial) and construction noise from nearby sites. NO REFUND will be offered in these circumstances.

31. **CITY ORDINANCES/PROPERTY OWNER'S ASSOCIATION REGULATIONS-** Guest(s) agrees to comply with ALL City Ordinances and Property Owner's Association Rules (Property Association Rules may vary depending on the property): Loud noise is prohibited after 10:00pm and before 9:00am per City Ordinance; fireworks are prohibited per City Ordinance both on private and public property; and no BBQing is allowed without PRIOR WRITTEN CONSENT OF South Padre Trips Llc unless otherwise stated on listing.

32. **HOUSE PARTIES/ORGANIZED SOCIAL EVENTS-ARE NOT ALLOWED** - Rental Guest understands that Agent(s) will accept families, married couples, and responsible adults over the age of 25 ONLY as a primate tenant. Prior WRITTEN permission is required for those under 25 as well as additional damage deposit charges. We require a picture of primary tenants Government Issued ID for all check ins uploaded to our online portal prior to arrival. For Spring Break students in March the age is 18 and only for Spring Break Units with Prior WRITTEN permission. Guest(s) agree that more than the number of people stated on the lease shall not be allowed on the premises. If the unit is occupied by more than the number of people stated, it will result in loss of total rent, security deposit and/or additional charges to guest's credit card. Occupancy in use of premises shall not be such as to disturb or offend neighbors. The use of fire arms or fireworks is strictly prohibited. Guest(s) certify that they have read carefully the limitations placed on the number of persons permitted to occupy the premises, and agree to abide by such limitations: if not, Guest(s) will be asked to vacate the property which will result in loss of total rental and security deposits with no refund.

This policy includes weddings, family get togethers, reunions, BBQ's, dinner or cocktail parties etc. UNREGISTERED guests are NOT allowed on the property at any time.

33. **ADVERTISING/SOCIAL MEDIA-** Advertising the property in any form including, but not limited to digital or social media is strictly prohibited. If this occurs you will be cancelled with no refunds

34. **RIGHT OF ENTRY-** Guest's agree that the Agent(s) reserves the right to enter the rental property ANYTIME to investigate disturbances, check occupancy, check for damage, to make such repairs, alterations or improvements thereto as Agent(s) may deem appropriate, or to show property to prospective purchasers or guests. Agent(s) also reserve the right to enter the property with Law Enforcement (Federal, State, or Local) or any other official of the United States, State of Texas, or Town of South Padre Island at ANYTIME.

35. **SUBLEASING-** Subleasing the property is strictly prohibited and will result in the Guest(s) who are a party to this contract to be in violation of the same and such Guest(s) will be immediately asked to vacate the property which will result in loss of total rental and security deposits with no refund.

36. **EXPEDITED EVICTION-** A material breach of this Agreement by Guest(s) , which, in the sole determination of the Agent, resulting in damage to the Premises, personal injury to Guest(s) or others, a breach of the peace, a nuisance to others, or a violation of criminal law or local code, shall be grounds for termination of Guest(s) tenancy. Violation of any of the rules contained here in will result in IMMEDIATE EVICTION and forfeiture of rent and security deposit. If the tenancy created hereunder is for 30 days or less, the expedited eviction procedures set forth in the law will apply.

Guest(s) may be evicted under such procedures if Guest(s): hold over in possession after Guest(s) tenancy has expired; (ii) commit a material breach of any provision of this Agreement that according to it's terms would result in the termination of Guest(s) tenancy; (iii) fail to pay rent as required by this Agreement, or have obtained possession of the Premises by fraud or misrepresentation. **Any reservation made under false pretense will be forfeiture of advance payments and the party will not be permitted to check-in.**

You agree to future marketing and/or advertising by our Company by text messaging (SMS), email, phone, or direct US mail by signing this agreement.

37. **INDEMNIFICATION AND HOLD HARMLESS-** Guest(s) agree to indemnify and hold harmless the Owner and Agent(s) for liabilities, theft, damage, cost or expenses whatsoever arising from or related to any claim or litigation which may arise out of or connection with Guest(s) use an occupancy of the rental property including but not limited to any claim or liability for personal injury or damage or theft of property which is made, incurred or sustained by Guest(s). The terms "Agent(s)" and "Owner" as used in this or permits. The terms "Guest(s)," "You," and "Your" as used in this Agreement shall include Guest(s) heirs, successors, assigns, guests, invitees,

representatives and other persons on the rental property during Guest(s) occupancy (without regard to whether persons have authority under this Agreement to be upon the rental property), where the context requires or permits.

38. **DISPUTES-** This Agreement shall be governed by and interpreted in accordance with the laws of Cameron County, and the State of Texas. Any action relating to this Agreement shall be instituted and prosecuted only in the Cameron County Superior Court, Texas. Guest(s) specifically consent to such jurisdiction and extraterritorial service of process.

39. **SOUTH PADRE TRIPS LLC RESERVES THE RIGHT TO REFUSE SERVICE TO ANYONE-** All rental properties are leased regardless to race, color, religion, gender, sexual orientation, national origin or handicap.

40. **VIOLATING AGREEMENT-** If Guest(s) violates any of the conditions of this Agreement; Agent(s) may terminate this agreement and enter premises. Upon notice of termination of this Agreement, Guest(s) shall vacate the premises immediately and forfeit all deposits and security deposits.

41. **CREDIT CARD-** You are providing your credit card number as a guarantee. You agree to pay all rent and accept all terms of the lease agreement and accept all liability for any damage beyond normal wear and tear during the term of my lease with South Padre Trips Llc. If you fail to do so you understand that these costs will be charged to my credit card and all credit card sales are final. If you elect to pay the \$50 fee for the Damage Coverage Protection Policy, you will be covered up to \$500 for accidental damages. For March Spring Break, additional damage deposits are required.

42. **TAX EXEMPTIONS-** In order to be completely tax exempt from hotel/motel and state sales tax, a state, city, or county check must be presented upon check-in along with your state, city or county tax exemption certification displaying your tax exemption number. The check must be made payable to South Padre Trips llc

Tenant Name: _____

Tenant Email: _____

Tenant Cell Phone: _____

Address of Property OR title of listing: _____

Signature: _____ **Date:** ___ / ___ / ___

This form is also available in digital format and a digital signature is allowed. Contact us chad@southpadretrips.com if you would like that emailed over or call us 956.242.0904. We require a picture of the primary guests PHOTO ID prior to check in to age verify OR WE CANNOT CHECK IN

General Rules:

- ABSOLUTELY NO SMOKING IN ANY UNIT. Smoking inside of our rental properties will result in a \$350.00 to \$1,000.00 extra fee that will be charged to your Account. Parties are not allowed
- No Parties and no loud noises including music. Quiet time is 10 pm to 9 am.
- Do not adjust knobs on refrigerators. Empty fridges filled with items can take 24 hours to cool completely. You will be held responsible for cost of repair if knobs are moved.
- Do not leave A/Cs running if doors and windows are opened. You will be responsible for service call if A/C is frozen. Do not turn AC units under 72 degrees or risk freezing unit (\$1000 to \$1500 charge)
- Maximum of (1) car per 1 bedroom condo, (2) cars per 2 or 3 bedroom unit. Additional FREE parking is available at the Post Office. Extra cars can result in eviction
- You must provide us a photo of your ID to check in prior to or at arrival. We will not otherwise check you in.