

## **Instructions:**

Please review the entire lease agreement.

If the terms are acceptable, please fill out all blanks on **Page 1** and **Page 2**, and **Page 6**.

***Availability of dates is not guaranteed until both Agreement and Deposit are received by the Landlord.***

Fax the completed Agreement to **(956) 631-5303** and submit the Deposit via PayPal  
(see <http://www.sapphire2304.com>)



illegal or improper use. Additionally, the Tenants shall comply with all Zoning Ordinances, Protective Covenants and Deed Restrictions.

The Tenants agree that the Condominium shall be a non-smoking environment. No smoking is allowed anywhere in the Condominium.

The Tenants agree that no more than 8 residents are allowed to occupy the Condominium.

The Tenants agree that no pets of any kind shall be allowed in the Condominium. Failure to abide by this paragraph will result in immediate eviction without prior notice and forfeiture of all prepaid rent and deposits.

## 2. SECURITY DEPOSIT

The Tenants agree to deliver a Security Deposit to the Landlord in the amount of **\$500.00** (Hereinafter "Deposit"). The Deposit will be returned to the Tenants at the end of this Agreement, less deductions. The Deposit may be made in the form of check, money order, or by PayPal via <http://www.sapphire2304.com>.

The Tenant is not entitled to interest on the Deposit.

The parties acknowledge that the Landlord will be permitted to deduct from the Deposit any amounts for reasonable cleaning and repair of damages to the Condominium at the end of this Agreement. Ordinary wear and tear is excepted.

The Deposit may not be used by either party for any payment due under this Agreement.

If the Landlord sells or assigns the Condominium, the Landlord shall have the right to transfer the Tenants Deposit to the new owner or assignee to hold under this Lease and upon doing so the Landlord shall be released from all liability to Tenants for return of said Deposit.

## 3. LENGTH OF AGREEMENT

This Agreement shall begin \_\_\_\_\_ and will remain in effect until \_\_\_\_\_ unless renewed or extended pursuant to the terms herein and shall be based on a \_\_\_\_\_ (Daily/Weekly) term. *Availability of these dates is not guaranteed until both Agreement and Deposit are received by the Landlord.*

## 4. PAYMENT SCHEDULE AND DETAILS

The Tenants agree to pay a \_\_\_\_\_ (Daily/Weekly) rental rate of \$ \_\_\_\_\_ USD, plus **14.5% tax**, for a total sum of \$ \_\_\_\_\_ USD (not including the Deposit). Payment shall be made in the form of check or money order, on or before: \_\_\_\_\_. This leasing agreement must be completed, signed and faxed to **(956) 631-5303**.

## 5. TENANT RESPONSIBILITIES

The Tenants shall comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes; maintain the Condominium in good condition during the entire length of this Agreement and shall neither cause nor allow any abuse of the facilities therein.

The Tenants shall inform the Landlord of any condition that may cause damage to the

Condominium. If the Condominium, or any part of the Condominium, is partially damaged by fire or other casualty not due to the negligence or willful act of the Tenants or an agent of the Tenants, the Condominium will be immediately repaired by the Landlord and there will be an abatement of rent corresponding with the time during which the Condominium was untreatable.

Upon the termination or expiration of this Agreement the Tenants shall redeliver the property, amenities, furniture, appliances and any other applicable aspects of the Condominium, in as good condition as at the commencement of the Agreement or as may be put in during the Agreement. Reasonable wear and tear from use and obsolescence to the Condominium shall be accepted. Furthermore, the Landlord retains a Landlords Lien on all personal property placed upon the premises to secure the payment of rent and any damages to the Condominium.

## 6. UTILITIES

The rental payments include the following utilities:

- a. Power
- b. Heat
- c. Water
- d. Cable
- e. Phone
- f. Satellite Television
- g. High Speed Internet

## 7. AMENITIES

The Condominium includes use of the following amenities:(4) 42" Plasma TVs

- a. DVD Players for all TVs
- b. Gym
- c. Swimming Pool
- d. Hot Tub
- e. Private BBQ
- f. Beach and Bay Balcony views

## 8. APPLIANCES

The Condominium includes the following appliances for the Tenants use:

- a. Washer
- b. Dryer
- c. Microwave
- d. Stove
- e. Dishwasher
- f. Refrigerator
- g. Margarita Machine
- h. Popcorn Popper

## 9. FURNITURE

The Condominium includes the following furniture for the Tenants use:

- a. Sofa
- b. Coffee Table
- c. Drapes/Curtains/Blinds
- d. Dining tables

e. Linens

#### **10. CONDOMINIUM ALTERATIONS**

Tenants shall make no alterations, additions or improvements to the Condominium (including the application of paints, stains, nails or screws to the woodwork, walls, floors or furnishings) without first obtaining the express written consent of the Landlord.

#### **11. INSURANCE**

Tenant acknowledges that Landlord's insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall Landlord be held liable for such losses. Tenant is hereby advised to obtain his own insurance policy to cover any personal losses.

#### **12. ENTRY FOR REPAIRS OR SHOW**

In addition to the rights provided by the laws applicable to the State of Texas, the Landlord shall have the right to enter the Condominium at all reasonable times for the purpose of inspecting the and/or showing the same to prospective tenants or purchasers, and to make such reasonable repairs and alterations as may be deemed necessary by the Landlord for the preservation of the Condominium or the building and to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Agreement. The Landlord shall give reasonable notice of intent to enter Condominium except in the case of an emergency.

#### **13. QUIET ENJOYMENT**

The Tenants shall be entitled to quiet enjoyment of the Condominium for the term of this Agreement provided that the Tenants pays rent in a timely manner and performs all covenants and obligations under this Agreement.

#### **14. POSSESSION AND SURRENDER OF THE CONDOMINIUM**

At the expiration of the Agreement Term, Tenants shall immediately surrender the Condominium to the Landlord in the same condition as at the start of the Agreement, reasonable wear and tear elements excepted. The Tenants shall return a complete set of keys to the Landlord and provide in writing, the Tenants forwarding address. If any Tenant remains in the Condominium after the expiration or termination of this Agreement without the Landlords written permission, the Landlord may recover possession of the Condominium in the manner provided for by law.

#### **15. HURRICANE OR STORM POLICY**

a. No refunds will be given unless:

1. The National Weather Service orders mandatory evacuation in a "Tropical Storm/Hurricane Warning" area and/or
2. A mandatory evacuation order has been given for the "Tropical Storm/Hurricane Warning" area of residence of a vacationing guest.

b. In the event that the National Weather Service orders a mandatory evacuation order in a "Tropical Storm/Hurricane Warning" area, we will refund:

1. Any unused portion of rent from a guest currently registered,
2. 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

3. Any advance rents collected or deposited for a reservation that is scheduled to arrive during the "Hurricane Warning" period.

#### **16. ABANDONMENT**

Abandonment is defined as absence of the Tenants from the premises for a period of seven (7) or more consecutive days while rent or any owing monies remain unpaid - whereupon Tenants will be considered in breach of this Agreement. If Tenants abandons the Condominium during the term of this Agreement, the Landlord may enter the Condominium by any legal means, without being liable for such entering, and without becoming liable to the Tenants for damages caused upon entering. Landlord may consider any personal property belonging to the Tenants and left on the property to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord deems proper without becoming liable to the Tenants for doing so.

The Landlord may at its option terminate the Agreement and re-let the Condominium, and may receive and collect all rent payable by virtue of such re-letting. Had this Agreement continued in force, the Landlord may hold the Tenants liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term and the net rent for such period realized by the Landlord by means of the re-letting.

#### **17. LEGAL FEES**

If the Tenants is in breach of this Agreement, and the Landlord finds it necessary to enforce this Agreement, or collect rental or other damages, through an attorney or in a legal action, the Landlord shall be indemnified by the Tenants for any reasonable attorneys' fees and out-of-pocket costs which in any way relate to, or were precipitated by, the breach of this Agreement by the Tenants.

#### **18. WAIVER**

The Landlord's failure to enforce or insist on compliance with any provisions of this Agreement shall not be deemed a waiver nor a limitation of the Landlord's right to enforce or insist on compliance with the provisions of this Agreement.

#### **19. BINDING EFFECT**

Except as otherwise provided in this Agreement, all of the covenants, conditions, and provisions of this Agreement shall apply to and bind the parties and the heirs, personal representatives, successors, and assigns of the parties.

#### **20. HEADINGS**

Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

#### **21. ASSIGNMENT, SUB-LET AND LICENSE**

The Tenants shall not assign this Agreement, or sub-let or grant any license to use the Condominium or any part thereof without the prior written consent of the Landlord. Consent by the Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of the Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at the Landlord option, terminate this Agreement.

**22. AMENDMENT OF AGREEMENT**

Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by both parties.

**23. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supercedes any prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto. This Agreement may not be amended, modified, extended, or supplemented except by written instrument executed by the Landlord and Tenants. The Landlord has made no representation or warranty to Tenants except as herein expressly set forth.

**24. SEVERABILITY**

Should any conflicts arise between any party of this Agreement and the applicable legislation of the State of Texas, the State Laws will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with the State Laws. Furthermore, any provisions that are required by State Laws may be subsequently incorporated into this Agreement.

In the event any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

**25. GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

**26. ADDITIONAL PROVISIONS**

Condo sleeps up to 8 people.

Other common amenities: Private cabanas, Pool bar, Fitness Center, Business Center, 24 Seat Theater, Lounge area with accessibility to computers.

The parties hereby indicate by their signatures below that they have read and agree with the terms and conditions of this Agreement in its entirety.

**Landlord:**  
Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Dated: \_\_\_\_\_

**Tenant:**  
Signature: \_\_\_\_\_

Print: \_\_\_\_\_

**Tenant:**  
Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Dated: \_\_\_\_\_