



THE RENTAL MANAGEMENT COMPANY, INC. WINTER TEXAS VACATION RENTAL AGREEMENT

Please read this Vacation Rental Winter Texan Reservation Agreement thoroughly. Any payments received by The Rental Management Company, Inc. (TRMC) for occupancy of vacation property indicate the acceptance of the terms and conditions of this Vacation Rental Monthly Reservation Agreement. It is the responsibility of the Guest to be familiar with all the policies within this Agreement. This Agreement is entered into by and between "you", the "Guest" and "us", the managing agent, "TRMC".

1. **AGENCY DISCLOSURE.** TRMC serves as the Agent & representative of all Owners of vacation properties in its rental program and is acting, at all times, in and for the best interests of the Owners, our Clients.

2. **RESERVATION AGREEMENT DETAILS:**

Full Property Address: _____

Contracting Guest Name: _____

Date of Check-in: _____ Date of Check-out: _____

3. **OCCUPANTS.** The Contracting Guest must be twenty-five (25) years of age or older and must present a valid government issued ID. The property will only be occupied by the Contracting Guest and Occupants listed below:

Other than the Guest, and persons listed above, no one else may occupy or stay in the property without prior written consent from TRMC.

4. **RENT AND LATE FEES.** Guest will pay \$_____ per month for rent. Payable to "TRMC". Rent is due on the **1st** day of each month. If Guest does not pay all rent on or before the **3rd** day of the month, late fees will be assessed and a **24 hour Notice to Vacate** the property will be given. Initial late fee is Thirty Dollars (\$30.00), plus Five Dollars (\$5.00) per day until rent is paid.
5. **SECURITY DEPOSIT.** The Security Deposit is \$_____ and is **must be paid within two (2) weeks of making reservation** in order to secure the property.
6. **PAYMENTS.** TRMC accepts Cashier's Check, Personal Check or Money Order. Credit Cards including: Visa, MasterCard, AMEX and Discover are accepted with an additional 4% convenience fee. NO CASH will ever be accepted.



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7. **KEYS/CODES.** Guest will be provided _____ key(s), _____ pool key(s), and _____ other access devices for _____. Guest will be charged a minimum of **\$50.00** for unreturned key(s). Additional fees will apply for unreturned access devices.

Community Gate Code: _____, Alarm Code: _____, Other (_____): _____

8. **PARKING.** The following vehicles are permitted to park in either the property's assigned space or in the designated area within the community.

Make/Model of Vehicle License Plate # Assigned Parking Space#

Make/Model of Vehicle License Plate # Assigned Parking Space#

Offending vehicles will be towed, without notice, at the Guest's expense. Absolutely no Motor Homes, RV's, Pop-Up Campers are permitted on property. Boat/Trailer parking is restricted at most communities however, TRMC does offer boat/trailer parking in the lot behind our office, for a fee. A separate contract will need to be completed to reserve space.

I will need Boat/Trailer Parking I will NOT need Boat/Trailer Parking

9. **TELEPHONE/INTERNET SERVICE.** Most properties are not equipped with land line phone service. Please be prepared to use your cell phone for calls if property does not have phone service. **Wireless Internet connection is a convenience amenity only.** TRMC is not responsible for interruptions and cannot guarantee service.

Property Telephone Number: _____

Wireless Network Name: _____ Password: _____

10. **DAMAGES AND REIMBURSEMENT.** Guest must promptly pay or reimburse TRMC for loss, damage, consequential damages, or cost of repair or service in the property due to: improper use, abuse, negligence and/or a violation of the Reservation Agreement, Check-out and Community Rules by Guest, Occupant or Guest's Visitor. Guest will indemnify and hold us harmless from all liability arising from the conduct of Guest, Occupants, Guest's Visitors, TRMC or another Owner representative. *Please refer to the Paragraph 29, Credit Card Agreement located on page 5.



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- 11. SMOKING.** All properties are **NON-SMOKING**. Smoking is permitted in designated smoking areas outside the property. Violation will result in a minimum charge of Five Hundred Dollars (\$500.00).
- 12. CHECK-IN.** Check-in time is 4:00 PM. An afterhours check-in may be permitted only if Guest has made prior arrangements with TRMC, deposit(s) and first month's rent paid, in-full, and the Reservation Agreement and Folio have been signed and returned to TRMC. If you check-in after 5:00 PM, a Twenty-Five Dollar (\$25.00) fee will be due prior to arrival.
- 13. CHECK-OUT.** Check-out time is 12:00 PM. Advance arrangements must be made for late check-outs and a \$60.00 fee will apply. If Guest does not check out by 12:00 PM and TRMC has not approved a late check-out, the Guest will be charged for an additional night's stay. There are **NO REFUNDS** for an early check-out.
- 14. GUEST DEPARTURE RESPONSIBILITIES.** Guest is responsible for completing the following upon check-out:
- Remove all of Guest's food from refrigerator, freezer, cabinets and pantry
 - Remove trash and debris from the property and deposit in on-site dumpster
 - Load any dirty dishes in the dishwasher and start cycle
 - Leave all linens and towels in the unit
 - Set thermostat to 60 degrees in the heat mode
 - Turn off all lights
 - Lock all windows and doors. *Ensure keyless deadbolt on main entry door is disengaged
 - If office is closed, keys/access devices may be left in the gold mail slot near the afterhours pick-up box. **DO NOT LEAVE KEYS IN UNIT.**
 - Remove all personal property. If personal property is left behind, and it is necessary for the items to be returned, there will be a Ten Dollar (\$10.00) fee plus the cost of postage.
- 15. POLICIES OR RULES.** Guest, Occupants and Guest's Visitors must comply with City Ordinances, any and all written and/or posted rules and policies, including, but not limited to, House Rules, Pool Rules and instructions for care of the property. The property, and other areas reserved for your private use, must be kept clean. Guest, Occupants or any Guest's Visitors must observe the quiet times from 10:00 PM to 8:00 AM. Failure to comply with these rules, and/or engagement in any kind of criminal conduct, will result in immediate eviction with NO REFUND of rent or deposit.



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- 16. LOCKOUT.** If the office is called due to a lockout during normal business hours, a \$50.00 fee will need to be paid to re-enter the unit. If lockout occurs after hours, weekends or on a major holiday, the lockout fee will be \$100. Payment should be made in cash to the TRMC staff member who assisted in re-entry.
- 17. MAINTENANCE.** TRMC makes every effort to ensure all equipment is in working order at rental properties prior to check-ins. Under no circumstances will there be a reduction of rent or a refund for any mechanical failure of dishwasher, washer, dryer, TV, VCR, DVD, internet, Spa/Hot tub, Swimming Pool, A/C or appliances. We make every effort to ensure the descriptions of our properties are correct. However, we are not responsible for changes made by the owner to the furnishings or equipment in the property.
- 18. WHEN TRMC MAY ENTER.** If Guest or any Occupant is present, then repairers, servicers, contractors, our Representatives, and/or other Owner Representatives or Agents may peacefully enter the property at reasonable times. If nobody is in the property, then such persons may enter peacefully, at reasonable times, if written notice of the entry is left in a conspicuous place in the property.
- 19. LINENS.** A basic supply of linen is provided in each property. Linens are not changed during your stay. Guests are responsible for replacement cost of any missing, damaged or stained linens.
- 20. HOUSEKEEPING.** Housekeeping is not provided during Guest's stay. If a Guest requests housekeeping service, arrangements may be made through our office for an additional cost.
- 21. ADDITIONAL CLEANING FEE.** Standard cleaning fees are included with the initial rental payment; however, if the Guest Departure Responsibilities are not followed, and/or unit is left in an excessively unclean manner, the Guest will be responsible for additional cleaning charges to include, but not limited to, deep clean, professional carpet cleaning, pest treatment and furniture cleaning, as applicable. The additional charge will depend on the services needed and will be applied to the credit card on file.
- 22. UNAUTHORIZED ANIMALS (PETS).** Neither you, your Visitors or Occupants may bring any animal(s) – mammal, reptile, amphibian, birds, fish, rodent, arachnid or insect – into the property, without expressed, written authorization from us. Unauthorized occupancy of animals (pets) will result in a minimum Three Hundred Dollar (\$300.00) fine, immediate eviction and loss of all rents and Security Deposit payments. Please Initial/complete applicable blanks below:

I am **not** traveling with pet(s) I am traveling with # of pet(s)

- 23. AUTHORIZED ANIMALS (PETS).** The following animals(pets) have been authorized:



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Type of Animal	Breed	Age	Weight

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You are responsible for your animal's actions at all times and will abide by any Community Rules as well as the following restrictions: animal(s) must not disturb the neighbors or other residents, be tied to any fixed object anywhere, defecate or urinate anywhere inside the property (excluding litterbox for cat) and animal feces outside of the property must be picked up immediately. When outside of the property, your animal will remain on a leash at all times. You acknowledge that NO ANIMALS, other than the above mentioned, are allowed in or on the premises at any time.

A Pet Fee in the amount of \$_____ will be due, in advance. Guest acknowledges that if damages exceed the Security Deposit amount, the credit card on file will be charged. Professional flea treatment or carpet cleaning may be required at Guest's expense.

24. UTILITY CAPS. Utilities are included; however, there are caps on the electricity and water usage. Guest is responsible for any amount that exceeds the appropriate cap below.

	<u>Electric Cap</u>	<u>Water Cap</u>
Efficiency:	\$100.00	\$50.00
1 Bedroom:	\$100.00	\$65.00
2 Bedroom:	\$200.00	\$80.00
3 Bedroom:	\$300.00	\$95.00
4 Bedroom:	\$300.00	\$95.00

25. CANCELLATIONS. All cancellations are subject to a Sixty-Six Dollar and Twenty-Four Cent (\$66.24) fee and must be received thirty (30) days prior to arrival to qualify for a deposit refund. Any Cancellation inside the thirty (30) day window will result in forfeiture of the security deposit, and Guest will be responsible for the first month's rent. There are **NO REFUNDS** for early departures, regardless of the circumstances.

26. OWNER'S CLOSETS. Locked owners' closets are private and not reserved for Guest's use. Violation (ex. breaking lock or taking door off hinges) of this policy will result in loss of security deposit and additional charges, as applicable.



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27. VIOLATION OF AGREEMENT. If Guest, Guest's Visitor(s) or Occupant(s) violates any of the conditions of the Reservation Agreement, TRMC may terminate this Agreement and take possession of the property. Upon termination, Guest and Occupants shall vacate the premises immediately and forfeit all prepaid rents and security deposits and may be held liable for future rent(s) due under this Reservation Agreement.

28. MAIL FORWARDING. If you choose to have your mail forwarded during your stay on the Island, you must have it sent to our office in care of your name:

**TRMC, Inc.
c/o Your Name
14613 S. Padre Island Drive
Corpus Christi, TX 78418**

We have mail slots in our office to accommodate your mail, which will be available for you to pick up during normal business hours, Monday – Friday, 8am – 5pm. **Mail may not be forwarded to the individual property.**

An alternate solution is to get a Post Office Box at the Flour Bluff Post Office at (361) 937.3605 or Isle Mail & More at (361) 949.9325.

29. CREDIT CARD AGREEMENT. Guest must review, accept and initial the Credit Card Term below:

I agree to provide my credit card number as a Guarantee of Payment to TRMC. I agree to pay all rent and charges related to property rental and accept all terms of the Reservation Agreement, all liability for rent and charges related to property rental, as well as any damages beyond normal wear and tear during the Reservation Agreement Term. I understand that these costs will be charged to my credit card on file. I authorize TRMC to charge my credit card for payment of these items.

By signing this Reservation Agreement, I acknowledge that I have read, understood and fully agree to all of its policies, terms and conditions.

Contracting Guest Name (Print)

Contracting Guest Signature

Date

TRMC Representative (Print)

TRMC Representative Signature

Date