

# **BEACH CHILLIN' RENTAL AGREEMENT**

Welcome and thank you for choosing Beach Chillin', 976 S. Stingaree, Crystal Beach, TX 77650, as your vacation rental. Your comfort and safety is our most important priority. The following rules and regulations provide for the safe and continued enjoyment of our property. Please read over them carefully, complete the information needed, sign and initial where indicated and return to me by email, fax or mail. **Please include a copy of your driver's license with the returned information.** (Information form is attached)

Mailing and Contact information is as follows:

SDD Investments, LLC  
1625 Quail Run  
Beaumont, TX 77705  
Owners: Steve & Debbie Dengler  
[sdengler911@sbcglobal.net](mailto:sdengler911@sbcglobal.net)

Telephone numbers:  
Debbie's Cell 409-626-1585  
Fax: 409-796-2910 (call before faxing)

## **Payment and reservations:**

Your reservation cannot be confirmed until the signed rental agreement, payment of the security deposit (\$500.00) and ½ of the rental fee is received. Payment can be made by check, credit card or cashier's check. There will be a 3% charge added for credit card payments. Checks need to be payable to SDD Investments, LLC. The charge on your credit card will show from Beaumont, TX not Crystal Beach, TX. If for any reason there is a charge back on the credit card used or insufficient funds check there will be a \$50.00 charge. Balance of payment will be due 14 days before your arrival date. If not received within this time frame, all previous deposit money will be forfeited and your reservation will be cancelled. The security deposit is a refundable deposit should no damage occur and it cannot be applied toward the rent.

**Security deposit:** The security deposit is fully refundable within 30 days of departure, provided the following provisions are met:

- No damage is done to property or its contents.
- None of the contents, electronics or furnishings have been removed, re-arranged or tampered with.
- No charges are incurred due to contraband, pets (which are prohibited) or collection of services rendered during the stay.
- No Rules Broken

Tenant's initials \_\_\_\_\_, \_\_\_\_\_

Page 1 of 6

### **Prior to Departure:**

- Thermostat is to be set at 80 degrees in summer or in the fall/winter/spring turn to “off” position.
- Close all blinds.
- Turn off all ceiling fans, inside and outside lights
- Home is to be left locked upon leaving.
- Lock all windows.
- No used charcoal dumped on property.
- The renter is not evicted by the owner or the local law enforcement.

If any damage is done and it exceeds the security deposit amount of \$500.00, it will be charged to the credit card on file which will be provided at the time of reservation. Should any theft or vandalism occur during Tenant’s stay, the entire security deposit will be forfeited and Tenant could face criminal charges.

### **Cancellations:**

A 60 day notice is required for cancellation. Cancellations that are made MORE than 60 days prior to arrival date will incur no penalty. Cancellations that result in a shortened stay, that are made within 60 days of the arrival date, forfeit the full advance payment and security deposit. Cancellation or early departure does not warrant any refund of rent or deposit.

**Agreement for occupancy**-Beach Chillin’ is a privately owned and managed by SDD Investments, LLC. We, the owners, and you, the Tenant, agree to the following: Tenant has to be 25 years of age or older and will actually be present on the property during the entire reservation period. Capacity of the home is no more than 12 people. Violation of this rule could result in eviction and complete forfeiture of security deposit and rental fee.

**Arrival, Departure & Access** – Check in time is 12:00 (noon) on Monday and check out time is 2:00 on the following Sunday. Owners are happy to allow early check-ins and late check-outs if doing so does not interrupt the arrival or departure of another Guest. Please get with owner should you desire an early check-in or late check-out. An electronic code will be issued to you to gain entrance to the home and will only be valid during your stay and specific to you. An access code will be given on the day of arrival.

**Pets are NOT allowed anywhere on the property.**

Tenant’s initials \_\_\_\_\_, \_\_\_\_\_

**Cleaning** – there is a \$100.00 sanitation fee. This fee is due when the balance of the rent is paid 14 days before arrival date. This fee is for sanitizing the cabin after tenant’s leave. Tenants are responsible for removing and depositing all household garbage into outside garbage cans next to the driveway. All dishes are to be washed and put up. Do not leave anything in the freezer, refrigerator or washing machine. Floors need to be vacuumed. House needs to be left as clean as you found it when you arrived. Leaving the home in an excessively dirty condition will result in retention of a portion or the entire security deposit. The home will be inspected after your departure. Satisfactory inspection of the home will result in a total refund of the security deposit no later than 30 days of departure date.

**Tenant’s liability** – Tenant agrees to accept liability for all damages caused to the property (other than normal use) by Tenant’s or Tenant’s guests; including, but not limited to, misuse of appliances, electronics, furnishings, furnished equipment and landscaping. If damages are in excess of security deposit, the Tenant agrees to reimburse the Owners for all costs incurred to repair or replace the damaged item(s). A credit card has to be provided at time of reservation to be held on file.

**Smoking** – Beach Chillin’ is a NON-smoking home. Smoking guests are welcome to smoke outside. There is to be NO SMOKING on the wood deck. Please ensure that cigar/cigarette butts are properly extinguished and disposed of properly. Never throw butts or matches in the yard or \$100.00 will be deducted from your security deposit. Violation of this policy will result in complete forfeiture of security deposit (and rental fee in the case of eviction).

**Grilling and fires** – A charcoal grill is provided with the rental home. Please use only charcoal or acceptable gill wood chips and clean it out before you leave. No grilling of any kind is permitted on the wood decks or balconies. Should the grill not be cleaned out upon your departure \$100.00 will be deducted from the security deposit. No open fires are allowed on the property.

**Maintenance** – This home is new construction and we, the owners, strive to maintain the property in its optimum working condition, but appliance and mechanical problems can arise. Should a mechanical malfunction occur during your stay, please contact the owner immediately for prompt action can be taken. No refunds will be given for appliance or mechanical failures.

**Special Occasions** – Beach Chillin’ is NOT available for rental to individuals or groups for Spring Break, Prom, large Family Reunions or Graduation. This home is a family rental that can be rented for Spring Break with no more than 12 people (our max occupancy). Should it be discovered that a reservation was made using false or misleading information, the reservation will be subject to immediate termination with eviction of all occupants and complete forfeiture of the security deposit and rental fee.

Tenant’s initials \_\_\_\_\_, \_\_\_\_\_

**Trash Pick Up -** Trash is picked up on Monday and Thursday. Place trash out the night before or by 6:00 am on the pickup days. All trash has to be in bags (even in the cans at the street).

**Washer/Dryer –** When using washer, only use HE (high efficiency) laundry detergent. Be sure to clean lint filter in dryer between every load.

**Parking –** Do not park vehicles on, or drive thru yard. Please park on driveway or on the side of road. Don't park on the driveway if vehicle leaks any kind of fluid.

**Safety features -** The house is a single-level with one exit door and a stairway that leads to the ground level for entry and exit. There are smoke detectors in every bedroom and they are tested frequently. Should you hear one chirping, please notify the owner immediately so it can be taken care of. There is a fire extinguisher in the bottom cabinet of the pantry. The home is also equipped with outdoor security cameras. The house alarm is not for tenant use.

**Recreational Vehicles/Boats –** Recreational vehicles (RVs) are not allowed on the property. Boats are allowed to be kept on property. Please use water wisely when rinsing boats.

**Fishing-** Cleaning of fish/crabs, etc. should be done OUTSIDE and DOWNSTAIRS only. Please clean fish/crabs, etc. on newspaper, trash bags or something similar. Scales, heads, fins, etc. should be returned to the Gulf or the bay. Do not leave scales in yard or throw fish waste in the trash bins. Bloodied or soiled clothing should be removed before entering the home. Bait should only be stored in Tenant's coolers NOT in house refrigerator or freezer.

**Downstairs shower-** All sand should be left outside. There is a shower under the house , please rinse off before coming upstairs. There is a foot wash at the base of the stairs for rinsing sandy feet. Leave dirty, sandy or wet shoes outside on deck.

**Doors & Windows-** Do not leave doors open or open any windows. We understand that it is tempting when the weather is nice, but the beach air will cause rust and could affect appliances etc.

**Septic System-** The house is on a septic system. Please do not pour grease or food down the sink. ONLY flush toilet paper, do not put any feminine hygiene products in toilet as this can obstruct the septic system.

**Weather Policy-** We do not give refunds or discounts for rain, bad weather or utilities outages. Only if Galveston County officials call for a mandatory evacuation of the Bolivar Peninsula in the event of a hurricane, a refund will be considered from the date of the evacuation call.

Tenant initials \_\_\_\_\_, \_\_\_\_\_

**Violations/Disturbances-** Tenants and all other occupants will be required to vacate the property immediately, with complete forfeiture of deposit and rental fee for any of the following:

- (a) Use of property for any illegal activity including, but not limited to, the possession, serving or consumption of alcoholic beverages by or to any person under the age of 21
- (b) Consumption or use of illegal substances
- (c) Loud music and/or disruptive behavior disturbing neighbors
- (d) Causing damage to the property or to any neighboring properties
- (e) Any other acts which may interfere with neighbor's enjoyment of their property.

**Hold Harmless-** We, the owners, assume no liability for loss, damage or injury to any person occupying property or to the personal property of such person or persons and the tenant agrees not hold the owners liable for any injury or damage to any of the tenant's personal property. Tenant agrees to use extreme caution when occupying property and ensure appropriate supervision of children of all ages. The outside deck and stairs can get slippery when wet, so caution should be used if wet. Children should be supervised at all times and when climbing stairs, on the outside deck and when using bunk beds. No one should sit on deck railings. The undersigned tenant, for himself and guests, fully releases owners from any and all claims, demands and causes of action by reason of injury of whatever nature have or has occurred in connection with the occupancy of this property.

Tenant's initials \_\_\_\_\_, \_\_\_\_\_

Tenant Name: \_\_\_\_\_  
Tenant Address: \_\_\_\_\_  
(No P.O. boxes)

Telephone Numbers:

Home: \_\_\_\_\_

Cell: \_\_\_\_\_

Work: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Reservation Dates: \_\_\_\_\_

List Name & Age of adults & children:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I/We, the undersigned party to this Rental Agreement, acknowledge that this rental is not a celebratory rental, Spring Break (except family rental), Prom, Family Reunion, Graduation or large Beach Party weekend. The property will at no time exceed the maximum number of guest allowable (12). I/We authorize SDD Investments, LLC to charge the credit card on file for any damages which exceed the security/damage deposit. I/We have fully read, understand and accept all terms and conditions as outlined in this agreement. I agree that all rental monies are non-refundable per cancellation policy.

Tenant Signature: \_\_\_\_\_ Type of Card (Mastercard, Visa or Discover)  
Credit Card # \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Name on card \_\_\_\_\_  
Expiration Date \_\_\_\_\_ 3 digit code on back \_\_\_\_\_  
Date: \_\_\_\_\_ Zip Code where bill is mailed \_\_\_\_\_