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**Residential Rental Contract**

This Rental Contract is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as "Landlord" and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as "Tenant".

Landlord rents to Tenant and Tenant rents from Landlord, upon the terms and conditions contained herein, the dwelling located at Sea Vista Condominium, 110 Padre Blvd., Building II, Unit #621, South Padre Island, Texas, 78597, for the period commencing on the 1st day of February, 2010, and thereafter until the 28th day of February, 2010, at which time this Rental Contract will terminate.

1. Tenant shall pay as rent the sum of $ 2000.00, due and payable, in advance, no later than January 20th. Tenant shall also pay, a Security Deposit in the amount of $ 1000.00, payable, in advance, no later than January 20th. The Security Deposit should be a separate payment such that it may be retained only for the purposes of funding potential expenses associated with Tenant’s liabilities as occupants in the dwelling described above and to bind Tenant's pledge of full compliance with the terms of this Rental Contract.
2. Tenant agrees to use said dwelling as living quarters only for \_\_\_\_\_\_\_\_ adults and \_\_\_\_\_\_\_\_children, namely:
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
and to pay $50.00 for each other person who shall occupy the premises in any capacity.
3. Tenant agrees to accept the property in its current state with regard to order and cleanliness and to return it in comparable state with regard to order and cleanliness or to pay a special cleaning charge of $85.00 upon vacating the premises.
4. Tenant will **NOT** be responsible for payment of utilities, garbage, water and sewer charges, telephone, gas, association fees or other bills incurred during the term of this Rental Contract.
5. Tenant specifically authorizes Landlord to deduct amounts of any repair bills from the Security Deposit upon termination of this Rental Contract, should repair be required to restore premises to pre-occupancy conditions.
6. No rights of storage are given by this Rental Contract. Landlord shall not be liable for any loss of Tenant's property by fire, theft, breakage, burglary, or otherwise, nor for any accidental damage to persons or property in or about the rented premises resulting from electrical failure, water, rain, windstorm, etc., which may cause issue or flow into or from any part of said premises or improvements, including pipes, gas lines, sprinklers, or electrical connections, whether caused by the negligence of Landlord, Landlord's employees, contractors, agents, or by any other cause whatsoever. Tenant hereby agrees to make no claim for any such damages or loss against Landlord. Tenant may purchase renter's insurance at tenant’s discretion.
7. Tenant agrees to make **NO MODIFICATIONS** to the property in any way, including wall decorations, furniture placement, fixtures, or similar modifications.
8. Any removal of Landlord's property without express written permission from the Landlord shall constitute a violation of the Rental Contract and result in a full loss of the Tenant’s Security Deposit at a minimum, and potential further legal actions and pursuits as deemed necessary by the Landlord.
9. Landlord has the right of emergency access to the rented premises at any time and access during reasonable hours to inspect the property, after giving appropriate notice of planned inspection.
10. Release and return of the SECURITY DEPOSIT, at the Option of the Landlord is subject to the provisions below .
A. Full compliance of this Rental Contract has been achieved and no complaints from neighbors or the HOA have been received.
B. No damage to the premises, buildings, grounds is evident.
C. The entire dwelling, appliances, closets, and cupboards are clean, the refrigerator is clean, the range is clean including the racks and broiler pan, all windows are clean inside and outside, all debris and rubbish have been removed from the property, rugs are clean and odorless.
D. All keys have been returned.
11. Tenant agrees to accept said dwelling and all of the furnishings and appliances therein as being in good and satisfactory condition unless a written statement of any objections is delivered to Landlord within three (3) days after resident takes possession. Tenant agrees that failure to file such statement shall be conclusive proof that there were no defects in the property. Tenant agrees not to permit any damage to the premises during the period of this agreement to woodwork, floors, walls, furnishings, fixtures, appliances, windows, screens, doors, plumbing, electrical, air conditioning and heating, and mechanical systems. Tenant specifically agrees that he/she will be responsible for, and agrees to pay for, any damage done by rain, wind, or hail caused by leaving windows open; overflow of water or stoppage of waste pipes, breakage of glass, and/or damage to screens.
12. Tenant's obligations are as follows:
A. Keep the dwelling clean and sanitary, removing garbage and trash as it accumulates, maintaining plumbing in good working order to prevent stoppages and leakage of plumbing fixtures, faucets, pipes, etc.
B. Operate all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other appliances in a reasonable, safe manner.
C. Assure that property belonging to Landlord is safeguarded against damage, destruction, loss, removal, or theft.
D. Conduct himself, his family, friends, guests, visitors in a manner which will not disturb others.
E. Allow the Landlord or his agent access to the premises for the purpose of inspection or repairs, or emergencies.
F. Comply with all provisions of this Agreement, particularly with respect to caring for the property. Tenant warrants that he/she will meet the above conditions in every respect, and acknowledges that failure to perform the obligations herein stipulated will be considered grounds for termination of this Agreement and loss of all deposits.
13. No additional locks will be installed on any door without written permission from the Landlord.
14. Tenant agrees to maintain a working telephone, and to furnish the Landlord with the telephone number and/or any changes thereof within three (3) days, should changes occur.
15. In the event repairs of any kind are needed, or any Tenant problems are incountered, the Tenant agrees to immediately notify the Landlord, providing detailed descriptions as appropriate.
16. Tenant warrants that any work or repairs performed by him will be undertaken only if he is competent and qualified to perform it, and the Landlord approval is obtained prior to initiating any such action. If such Landlord approval is obtained, the Tenant will be totally responsible for all activities to assure that work is done in a safe manner which will meet all the applicable codes and statutes. Tenant further warrants that he will be accountable for any mishaps and/or accidents resulting from such work, and will hold the Landlord free from harm, litigation, or claims of any other person.
17. Appliances or furniture in the unit at date of rental, are loaned, not leased to tenant. Maintenance of appliances or furniture is the responsibility of the tenant who will keep them in good repair.

**YOU SHOULD READ AND UNDERSTAND THIS RENTAL CONTRACT, IT IS A LEGAL AND BINDING CONTRACT.**

**Signing below means you have read the Rental Contract, are in full agreement with it and have received a copy of the contract.**

ACCEPTED THIS \_\_\_\_\_\_\_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_19 \_\_\_\_\_,

at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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| --- | --- |
| (Address, City and State) Tenant 1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Tenant 2 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Landlord \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
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**EXHIBIT "A"**

**PET AGREEMENT**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Addendum to Rental Contract)

This agreement is attached to and forms a part of the Rental Contract Agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Landlord, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Tenant(s).

Tenants desire to keep a pet named \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and described as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the dwelling they occupy under the Rental Contract referred to above, and because this agreement specifically prohibits keeping pets without the Landlord's permission, Tenants agree to the following terms and conditions in exchange for this permission:

1. Tenants agree to keep their pet under control at all times.
2. Tenants agree to keep their pet restrained, but not tethered, when it is outside their dwelling.
3. Tenants agree not to leave their pet unattended for any unreasonable periods.
4. Tenants agree to dispose of their pet's droppings properly and quickly.
5. Tenants agree to keep pet from causing any annoyance or discomfort to others and will remedy immediately any complaints made through the Landlord or his agent.
6. Tenants agree to pay immediately for any damage, loss, or expense caused by their pet, and in addition, they will add $ 0.00 to their Security Deposit, any of which may be used for cleaning, repairs, or other pet related restoration.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
TENANT

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
LANDLORD