

**Paradise Resort Estates**  
**301 E. Hall Acres Road, Pharr Texas 78577**  
**Paradiseresortestates@gmail.com/956-787-1521**

**SHORT TERM VACATION RENTAL AGREEMENT**

RENTER'S NAME: \_\_\_\_\_

AGE: \_\_\_\_\_ DRIVER'S LICENSE #: \_\_\_\_\_ STATE \_\_\_\_\_

ADDRESS: \_\_\_\_\_ EMAIL: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

VEHICLE 1 MAKE, MODEL & LICENSE PLATE #: \_\_\_\_\_

VEHICLE 2 MAKE, MODEL & LICENSE PLATE #: \_\_\_\_\_

ADDRESS OF RENTAL PROPERTY: \_\_\_\_\_

NUMBER OF GUESTS: Adults (over 55 years of age) \_\_\_\_\_

CHECK IN DATE: \_\_\_\_\_ CHECK OUT DATE: \_\_\_\_\_ # NIGHTS: \_\_\_\_\_

Security Deposit:           \$500.00

Electric Deposit           \$100.00

Rent:                         \$ \_\_\_\_\_

Total due at booking       \$ \_\_\_\_\_

Total paid:                 \$ \_\_\_\_\_

Remainder due:             \$ \_\_\_\_\_

**PAYMENT:** We accept payment by Credit Card, Debit Card, ACH Direct Debit via our Online portal. Payment for your entire stay must be made at the time of arrival. Electric charges will be billed monthly and must be paid when billed.

**Rental Party.** All persons in the rental party will be bound by the terms of this Agreement. Only persons listed on this Agreement may stay in the Property. "Rental Party" means Guest listed above plus the following persons:

RENTER'S NAME: \_\_\_\_\_

AGE: \_\_\_\_\_ DRIVER'S LICENSE #: \_\_\_\_\_ STATE \_\_\_\_\_

ADDRESS: \_\_\_\_\_ EMAIL: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

If Guest or any member of the Rental Party remains on the Property beyond the Departure Date, Guest will be responsible to pay the rental rate prescribed above for the period of time between Departure Date and the actual date Guest and all members of the Rental Property vacate the Property.

**KEYS & ACCESS CODES.** Paradise Resort Estates will provide Guest with a set of keys, which will unlock the front door to the Property and a mailbox key. Guest is not allowed to make duplicate keys. A fee of \$35.00 will be charged to Guest for failure to return a key. Any attempt to access a locked area is just cause for immediate termination of this Agreement, forfeiture of all rent paid, and Guest will be liable for any missing items or damage. Owner will provide Guest with access codes to the front gate. You may purchase a gate remove for \$40.00.

**RENTAL RULES & RESTRICTIONS.** Guest agrees to abide by the Community Guidelines of Paradise Resort Estates: If any person in the Rental Party fails to follow any of the Rules, the Rental Party may be asked to vacate the Property and Guest will forfeit all rent paid. You will be provided with a copy of the Community Guidelines upon check in or in advance of your arrival, if requested.

As the responsible party signing this agreement, you must personally be in residence during the entire stay and when requested by law enforcement or other authority you must provide a copy of this signed agreement. By signing this agreement, you acknowledge that you are responsible for the conduct of all persons you invite or allow to remain on the property during the time of your reservation.

Any guest(s) engaging in or arrested for any illegal activity including the possession of illegal substances is strictly prohibited anywhere in or on the property. The Guest(s) will be subject to immediate eviction and all amounts paid including damage deposit will be forfeited.

No BBQ grilling is allowed on enclosed decks. *(And no charcoal grills allowed)*

No pets are allowed without specific written permission.

**SECURITY/DAMAGE DEPOSIT AND ELECTRIC DEPOSIT.** A security deposit of **\$500.00** is required to hold your vacation rental reservation. We must receive a credit card or online deposit for the security deposit at time of booking. Upon receiving your security deposit and a signed, dated copy of this Rental Agreement, your reservation will be confirmed and a rental confirmation will be emailed to you. Your Electric Deposit of \$100 must be paid when you check-in.

Upon your arrival, your security deposit converts to a damage deposit. The damage deposit will be returned to you within 30 business days **provided that the following provisions are met:**

No damage is done to the property or its furnishings  
There are no items missing from the property.  
All keys are returned.  
There are no violations of this agreement.

**AGREEMENT.** This agreement is a short-term vacation rental contract and differs in Texas law from that of a residential lease. The property manager/owner or representative has the right to enter the property with reasonable notice for the protection, inspection, or maintenance of the property, and/or enforcement of this agreement up to but not limited to full eviction and forfeiture of all amounts paid including damage deposit.

**MANAGEMENT'S RIGHT TO SHOW PROPERTY.** You understand that the house you are renting is listed for sale. The Property Manager has the right to show this property to a potential buyer after having provided you with a 24-hour notice that he will be entering the house with the potential buyer(s). If the property is sold while you are renting the property, Paradise Resort Estates will make every effort to either attempt to allow you to stay in the house for the duration of your rental period or to find you another house to rent for the same time-frame. \_\_\_\_\_ (initial)

**AGE RESTRICTION.** You must be 55 years of age to rent this property. By signing this agreement, you acknowledge that you are 55 years of age or older. Proof of age with valid ID is required at check-in. Any falsification of age will result in immediate eviction and all amounts paid including damage deposit will be forfeited.

**VISITORS.** Any visitor staying overnight is subject to additional charges. No visitor will be allowed to use the common facilities, including any pools or tennis courts, when Guest is not on the Property. You must register any Visitor with the Paradise Resort Estate office. The visitor will be provided with temporary guest passes. You must accompany your visitors they use the amenities of the property. A fee of \$5.00 per overnight visitor, per night will be added to your bill and must be paid when your visitors vacate Paradise Resort Estates. Guest will be charged without notice for additional persons staying in the Property and not disclosed to Management.

By signing this agreement, you acknowledge that you are responsible for the conduct of all persons you invite or allow to remain on or in the property during the dates of this reservation. Your reservation is confirmed for only the number of guests listed on your confirmation and upon check-in, you will be required to complete a Guest Registration Form listing the names and ages of all persons who will be on the premises. Exceeding this occupancy limit or falsifying occupancy is strictly prohibited. Violation of the Occupancy Limit will result in immediate eviction and all amounts paid including damage deposit will be forfeited.

House parties, social events, and/or ANY activity where guests not listed on the Guest Registration or exceeding the occupancy limit are invited including dinners and family reunions are strictly prohibited. Any violation will result in immediate eviction and all amounts paid including damage deposit will be forfeited.

**SUBLEASING.** Subleasing the property or advertising the property in any form including but not limited to digital or social media is strictly prohibited.

**HOUSEKEEPING AND OTHER MATTERS.** The Property is fully furnished and equipped for light housekeeping. When you arrive, the property will be clean and set up with linens. We have included the following supplies to accommodate the appropriate number of guests:

- Bath towels, hand towels, wash cloths. Beach towels are not provided, please do not take bath towels to the pool
- 2 sets of bed linens for each bed.
- Initial supply of dishwashing soap, hand soap, paper towels and toilet paper

Guest is responsible for purchasing any additional supplies and all food and beverages.

This is a non-smoking property. When smoking outside of the property, the doors to the property must be kept closed and butts must be safely and properly disposed. If smoking is detected inside the property, the full damage deposit will be forfeited.

**CLEANING.** A cleaning fee of \_\_\_\_\_ will be charged to the Guest. Daily housekeeping services are not included in the rental rate. Throughout the rental period, Guest will be responsible for keeping the Property clean and in good condition. Any unsafe or dangerous condition must be reported to the Property Manager immediately. **GUEST ACKNOWLEDGES THAT ON THE ARRIVAL DATE, THE PROPERTY IS IN GOOD CONDITION, EXCEPT FOR ANY DEFECT GUEST MAY REPORT TO PROPERTY MANAGER BY THE END OF THE FIRST DAY FOLLOWING THE ARRIVAL DATE.** The Property should be left in the same condition as it was found by Guest on the Arrival Date. Guest promises to leave the Property in good repair.

**FURNISHINGS.** The following furnishings will be provided with the Property: Furnishings are subject to change without notice. Furniture, bedding, kitchen equipment, utensils, and any other personal property supplied with the Property must not be removed from the Property. Loss of any items within the Property or damage to the Property or furnishings in excess of normal wear and tear will be charged to Guest. The Property will be inspected by Representative of Paradise Resort Estates after Guest's departure. All contents of the Property are the property of Paradise Resort Estates. If an item should break, Guest must notify the Property Manager immediately. Guest is not permitted to alter the wiring of any television, computer, or gaming equipment.

**MECHANICAL FAILURES.** Paradise Resort Estates attempts to properly maintain the Property. While all electrical and mechanical equipment within the Property is in good working order, Owner cannot guarantee against mechanical failure of electrical service, stopped plumbing, water supply, heating, air-conditioning, audio-visual equipment, internet access, cable service, or appliances. Guest agrees to report any inoperative equipment or other maintenance problem to Owner immediately. Owner will make every reasonable effort to have repairs done quickly and efficiently. Guest will allow Owner or a person permitted by Owner access to the Property for purposes of repair and inspection. Owner is not responsible for any inconvenience that may occur and no refunds or rent reductions will be made due to failure of such items.

**VEHICLE PARKING** is available on the lot. Parking in other than a designated parking area may result in the towing of your vehicle.

**PERSONAL PROPERTY.** We recommend that you Lock all doors when you leave the house to keep your personal items safe. Property manager and property owner are not liable or responsible for personal items left behind, lost or stolen. If you leave an item behind and wish to have it returned, call us as soon as possible and if found, we will arrange for shipment.

The rec hall, BBQ grill, swimming pool and hot tub are provided for the enjoyment of adult guests. Keep children away from these areas unless there is constant adult supervision. The pool presents certain dangers. Renter/Guests must respect nature and take care to guard themselves and their guests as appropriate. Owner is not responsible for accidents and/or injuries.

**CHECK-IN TIME** is flexible. Please notify the Property office as to the time you expect to arrive. Please respect this time as in many cases the property has been rented the night before and we require time to prepare for your stay.

**PLEASE READ ANY INSTRUCTIONS OR RULES AS SOON AS YOU ENTER THE PROPERTY. IF YOU ENCOUNTER ANY PROBLEMS PLEASE CONTACT:  
PARADISE RESORT ESTATES: 956-787-1521**

**CHECKOUT:** Prior to checkout, meet with the Property Office to pay your final electric bill. When you leave all dishes should be left clean in the dishwasher or washed and put away. Remove bed linens from the bed and leave them on the bed to be washed for the next guest. Used towels may be left in the tub or shower. Please empty the refrigerator completely. Remove any food from the cupboards and empty all trash from the property. Before leaving, please set the thermostat to 78 degrees. Make sure all doors and windows are locked and shut. Upon final departure, please return all keys to the Paradise Office.

**ACTS OF GOD/FORCE MAJEURE.** There may be circumstances beyond our control and contemplation, in which the property might not be available for your booking. Examples of these include (but are not limited to) extended power or other utility outage (lasting more than one day), severe weather (if there is a storm or severe weather and a mandatory evacuation order is issued by state or local authorities), destruction of or severe damage to the property. In the event of *Force Majeure*, we will do our best to make alternative arrangements for you where possible. If we cannot, or if the alternative arrangements are not acceptable to you, then we will refund all monies paid (if you have not occupied the Property) or a prorated amount for each night the Guest is unable to occupy the Property. Paradise Resort Estates will not be liable or deemed in default under this Agreement for any failure to perform or delay in performing any of its obligations due to or arising out of any act not within its control, including, without limitation, acts of God. This will be the full extent of our liability to you in such circumstances, and we will not be responsible for any other costs connected with any such cancellation,

**LIMITATION ON LIABILITY.** Owner is not responsible for any accidents, injuries or illness that occur to any member of the Rental Party or Guest's visitors while in the Property or on the Property. Owner is not responsible for loss of personal belongings or valuables belonging to any member of the Rental Party or any of Guest's visitors. Guest agrees to assume the risk of any harm arising from use of the Property.

**UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL OWNER BE LIABLE TO GUEST OR ANY OTHER PERSON FOR ANY DAMAGES OF ANY NATURE WHATSOEVER INCLUDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR GUEST'S RENTAL OF THE PROPERTY OR USE OF THE PROPERTY. IN NO EVENT WILL OWNER BE LIABLE FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF OWNER SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.**

**INDEMNIFICATION.** Guest acknowledges that the use of the Property by the Rental Party and Guest's visitors is entirely at their own risk. Guest will indemnify and hold harmless Owner from any and all expenses, costs,

damages, suits, actions, or liabilities whatsoever arising from or related to any and all loss of or damage to personal property, injury or death resulting from the use or occupancy of the Property or the failure of any member of Rental Party or Guest's visitors to observe the Rules and restrictions set forth in this agreement or in the Paradise Resort Estates Community Guidelines.

**VIOLATION OF AGREEMENT.** If Guest or any member of the Rental Party violates any of the terms of this Agreement, including but not limited to maximum occupancy, visitors and rental rules and restrictions, Owner may evict Guest and the Rental Party from the Property and Guest will forfeit all rent and security deposit paid.

**GOVERNING LAW.** This Agreement and all transactions contemplated by this Agreement will be governed by, and constructed and enforced in accordance with the laws of the State of Texas (not including its conflicts of law's provisions). Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

**AMENDMENTS.** This Agreement may be amended or modified only by a written agreement signed by both Owner and Guest.

**NO WAIVER.** Neither Owner nor Guest shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

**SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

**Notices.** Any notice or communication under this Agreement must be in writing and sent via one of the following options: Email to [Paradiseresortestates@gmail.com](mailto:Paradiseresortestates@gmail.com) or by mail to: Paradise Resort Estates, 301 E. Hall Acres Road, Pharr, Texas 78577.

**SUCCESSORS AND ASSIGNS.** This Agreement will inure to the benefit of and be binding upon Paradise Resort Estates, its successors and assigns, and upon Guest and its permitted successors and assigns.

**ENTIRE AGREEMENT.** This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all other negotiations, understandings and representations (if any) made by and between the Parties.

**CANCELLATION POLICY:** If you cancel by September 30<sup>th</sup>, 2023 your Security Deposit will be returned minus a \$50 handling fee. No refunds for cancellations will be granted after October 1<sup>st</sup>, 2023.

I UNDERSTAND AND AGREE THAT THE PROPERTY MANAGER AND THE OWNER OF THE PROPERTY WILL NOT BE LIABLE FOR ANY PROPERTY DAMAGE, BODILY INJURY OR DEATH TO RENTER, FAMILY OR GUESTS OF RENTER, FROM OR DUE TO ANY CAUSE OR ACTION, ARISING DURING THE OCCUPANCY OF THE SAID PROPERTY INCLUDING BUT NOT LIMITED TO USE OF SWIMMING POOL, HOT TUB, BY TENANT, FAMILY OR GUESTS.

BY SIGNING THIS AGREEMENT, YOU AGREE TO ALL THE TERMS AND CONDITIONS AND ACKNOWLEDGE THAT IN THE EVENT OF ANY ENFORCEMENT ACTION UP TO BUT NOT LIMITED TO EVICTION, ALL AMOUNTS PAID INCLUDING THE FULL DAMAGE AND ELECTRIC DEPOSIT WILL BE FORFEITED.

### SIGNATURES

\_\_\_\_\_  
Property Manager's Signature

\_\_\_\_\_  
Guest's Signature

\_\_\_\_\_  
Guest's Signature

\_\_\_\_\_  
Property Manager's Name

\_\_\_\_\_  
Guest's Name

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Guest's Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date