

RENTAL AGREEMENT/TERMS

Thank you for reserving your vacation at Texas Ocean Dream (Website: TexasOceanDream.com) located at 11409 Blue Water Hwy, Surfside, TX 77541. (Approximately 3 Miles past San Luis Pass toll bridge crossing over from Galveston approximately 2 miles from the "Brite Lite" convenience store on the right.

CHECK IN: 3:00PM **CHECK OUT: 12:00 NOON**

Our contact information is as follows:

OWNER Capital Resources Properties, LLC

CONTACT PERSON Lawrence Wilkerson

COMPANY ADDRESS 3303 South Rice, Suite 112, Houston TX 77056

WEBSITE TexasOceanDream.com

EMAIL lwinsur@yahoo.com

TELEPHONE NUMBERS

Home: 713-961-3889 **Toll Free:** 800-856-3068 **Office:** 713-622-3068 **Cell:** 713-240-7892 ←BEST

BEACH HOUSE ADDRESS 11409 Blue Water Highway, Surfside, TX 77541

*****Contact: 713-240-7892 for lockbox combination or any emergencies*****

We know you will have a terrific time at the beach. The comfort and safety of our guests is very important to us. These rules and regulations provide for the safe and continued enjoyment of the property. Please read them carefully; complete the required information, sign where requested and return by fax or mail (contact information is provided on the last page).

PLEASE NOTE - your reservation cannot be confirmed until we receive the signed RENTAL AGREEMENT and payment of the security deposit and full rental fee plus any optional service fees by check or credit card(via PayPal.com). Do not hesitate to email or call us with any questions.

1.) AGREEMENT - Texas Ocean Dream is a private fishing/vacation home owned by Capital Resources Properties, LLC. The (**OWNER**) of Texas Ocean Dream and the party or parties listed below (**TENANT**) agree as follows: TENANT is an adult (over the age of 25) and will be an occupant of the unit during the entire reserved period. Other occupants will be family members, friends or other responsible adults; overnight guests are not to exceed the sleeping capacity of 12 persons. Use of the property will be denied to persons not falling under those categories. Violation of this rule could result in eviction and complete forfeiture of security deposit and rental fee. Keys will NOT be issued to anyone under the age of 25.

2.) SPECIAL OCCASIONS - Texas Ocean Dream is available for rental to individuals or groups celebrating special occasions, large family reunions, beach party weekend, graduation or for mature responsible parties of any kind that enjoy fishing and the beach. Groups attending a day event in excess of 16 will need to be approved in writing by OWNER in advance and are subject to a \$200 additional fee.

Should any damage occur to the property, TENANT will be responsible for all repairs or replacement necessary to bring the property back to its original condition.

3.) SECURITY DEPOSIT / PAYMENT OF RENTAL FEE - A non-refundable reservation deposit of \$500.00 is required for weekend vacation rentals and \$1,000 for weekly vacation rentals. Once you pay your rent in full and arrive this reservation deposit becomes your security damage deposit since a security/damage deposit of \$500.00 is required for weekend vacation rentals and \$1,000 for weekly vacation rentals. Long-term rentals and parties/weddings require a larger deposit and are subject to additional terms and conditions.

Payments may be split into more than one transaction; one for the security deposit and one for the rental fee plus any optional service fees. OWNER accepts US Cashier's checks; US Postal Money Order or (credit cards via PAYPAL.com). Cashier's checks or money orders should be made payable to Capital Properties Resources, LLC and must be sent by

overnight FEDEX/UPS/USPS to OWNER office to ensure reservations.

***TENANT agrees that they have been given the opportunity to visit and inspect Texas Ocean Dream prior to signing this rental agreement. TENANT agrees by signing this agreement that they have completed the visitation and approve of the property or waive this option and accept the premises "as is". TENANT by deciding not inspecting the property prior to signing this contract/lease deem this property as acceptable. If there is any problem with the property OWNER will at their option do their very best to rectify any problem, but in no case shall TENANT arrive at the beach house after signing the contract and decide to cancel their stay due to the beach house not meeting their expectations.

4.) We accept PayPal.com for credit card and cash payments – TENANT authorizes OWNER to charge the required reservation and security deposit and rental fee by PayPal in up to TWO TRANSACTIONS or as many as need be. One charge for the deposit, and one for the rental fee plus any optional service fees (linens, cleaning, pets) TENANT further agrees that they may be additionally charged for any amounts in excess of the security deposit, if deemed necessary, to recover any additional damages or services used.

In addition if TENANT should sign this contract without providing payment of reservation deposit within 24 hours to OWNER. TENANT will be liable for a minimum of \$500 as a cancellation fee and TENANT will lose their reservation. TENANT agrees to pay this \$500 cancellation fee within 72 hours of the signing this contract by USPS Money Order sent certified US Mail our Capital Resources LLC, 3303 South Rice, Suite 112, Houston TX 77056. If Tenant does not pay this cancellation fee of \$500 within 72 hours of the signing of this contract, TENANT agrees to pay all of OWNERS collection agency, legal and court expenses associated with collecting this cancellation fee.

5.) INSPECTION / CLEANING - The home will be thoroughly inspected (indoors outdoors) following each and every rental. As the home is a private fishing/ vacation home, it has several locked closets and cabinets. Inspection will include locked OWNER closets and cabinets.

Should any damage have occurred during TENANT's stay, the entire security deposit would be withheld pending determination of monetary retribution for the damage. Any deposit monies in excess of damage cost will be returned to TENANT within 30 days of damage claim resolution.

Should any theft or vandalism have occurred during TENANT's stay the entire security deposit will be forfeited and TENANT could face criminal prosecution. TENANT is expected to leave the property in the same clean condition in which it was found. There is mandatory departure cleaning service fee of \$100. TENANT is still required to perform basic cleaning upon departure and will be liable in one hour increments at a rate of \$50 per hour for excessive cleaning. Satisfactory inspection of the property will result in total refund of the security/damage deposit no later than 30 days of departure date but usually occurs within a few days.

6.) TENANT'S LIABILITY - TENANT agrees to accept liability for all damages caused to the property (other than normal use) by TENANT or TENANT's guests; including, but not limited to, landscaping, misuse of appliances and/or furnished equipment. If damages are in excess of security deposit, TENANT agrees to reimburse OWNER for all costs incurred to repair or replaced the damaged item(s).

7.) CANCELLATION / REFUND POLICY - Should TENANT need to cancel this reservation, cancellation must be provided, in writing via certified mail USPS, 30 days prior to date of arrival. If cancellation notice is provided 30 days prior to arrival date, a \$500 cancellation fee will apply. If cancellation notice is provided 29 to 15 days prior to check-in date, a \$1,000 cancellation fee will apply. If cancellation notice is provided less than 15 days prior to check-in date no

deposits will be returned to TENANT and TENANT forfeits deposit to OWNER and all rental fees. Cancellation fee will be deducted from TENANT's reservation and/or security deposit. Failure to arrive at all (no-show) or cancellations made after arrival will result in complete forfeiture of security deposit and rental fee. No "rain checks" are given under any circumstances.

8.) STORMS / ACTS OF GOD - If a storm is imminent and local government issues a mandatory evacuation order, at OWNER option OWNER will credit TENANT a prorated daily amount of the total rental for the days not used in TENANT's confirmed reservation towards a future stay. In no such case will there be a refund.

PLEASE NOTE: Refunds and/or prorated credits will not be made for voluntary evacuation or for cancellations requested due to inclement weather of any kind, acts of God, mosquitoes, beach or surf conditions, poor fishing or other circumstances beyond Owner's control.

9.) MAINTENANCE - OWNER strives to maintain property in optimum working condition, but appliance and mechanical problems can arise. Occasionally an appliance or amenity may not be available. No refunds and/or discounts will be given for appliance and/or mechanical failures. Should a mechanical malfunction occur during your stay, please notify OWNER immediately in order for prompt action to be taken (see Contact Information above). If propane tank needs replacement, please DO NOT attempt to disengage the tank yourself. Notify OWNER immediately. OWNER will dispatch someone to replace the tank for you or give you instructions. Please see notes in binder (located in kitchen) for operation of appliances and electronics. Texas Ocean Dream operates on an anaerobic septic system. Please do not place anything other than toilet tissue in toilets at any time. Sanitary items of any kind should never be flushed!!!

10.) ARRIVAL, DEPARTURE and KEYS - Check-in time is 3:00 p.m. OWNER is happy to allow early check-ins and late check-outs if it does not disrupt the arrival or departure of another guest. Please be sure to advise OWNER in advance of your intent to arrive early or depart late. Early check-in may be allowed if property is vacant on day of arrival. Keys will be ready for pickup at the property location (OWNER will advise location of pickup). Keys will not be issued if Rental Agreement, security deposits and rental fees have not been received.

Check out time is 12:00 noon. Late check-out may be allowed if property will be vacant on a day of checkout or if cleaning service does not need to gain entry to prepare property for next guest's arrival with LANDLORDS written approval. If you have not checked out by noon and another party is scheduled to come in at 3:00pm you may be billed hourly \$100 per hour until your departure for every hour after 12:00 noon.

11.) SMOKING / PETS/OFF-ROAD VEHICLES - Texas Ocean Dreams is a non-smoking home. Violation of this Policy will result in complete forfeiture of security deposit (and rental fee in the case of eviction). Smoking guests are welcome to smoke on the deck (please ensure cigar/cigarette butts are properly extinguished and disposed of in fireproof receptacle - NEVER throw butts/matches in the yard).

Pets are allowed at a cost of \$10 per each pet per day and must be listed on this RENTAL AGREEMENT in advance. Violation of this policy could result in eviction and complete forfeiture of security deposit and rental fee.

There is absolutely NO using of off road vehicles on the property. Tire tracks on the wetlands do not go away for several months and damage the beauty of the wetlands. Also there is not driving or parking anywhere but on the driveway of any vehicle or trailer.

12.) TELEPHONE - Texas Ocean Dreams does not provide telephone service. Please bring a cellular phone with you or plan to use the public telephone at the "Brite-Lite" Bait and Grocery, Ernie's Bait Barn or the San Luis Pass Fishing Pier.

You will need a long distance calling card if calling long distance.

13.) VIOLATIONS / DISTURBANCES - TENANT(s) and all other occupants will be required to vacate the property immediately, with complete forfeiture of security deposit and rent for any of the following violations:

- (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 less than 21 years of age.
- (b) Consumption or use of illegal substances.
- (c) Loud music and/or disruptive behavior.
- (d) Causing damage to the property or to any neighboring properties.
- (e) Any other acts which may interfere with neighbors' quiet enjoyment of their property.
- (f) Any other breach in this RENTAL AGREEMENT and/or TENANT and/or guests become a danger to themselves or others, damaging the property in any way or not supervising minors properly.

OWNER as regular practice does not rent to high school groups, prom groups, fraternity/sorority groups, or bachelor parties. No wild parties are allowed. No more than 16 people around the house or on the property at any one time. Children and minors must be accompanied by an adult at all times. OWNER or their assignees may enter the premises for any reason at anytime. OWNER is not obligated to police TENANT for any violations and retains fully any OWNER rights within this RENTAL AGREEMENT even if OWNER does not take action against a violation.

14.) FIREWORKS AND CAMPFIRES - Fireworks and campfires are strictly prohibited both on property and beach.

15.) PROPERTY LINES - The property to both sides of the fence are off limits. For a small fee you can launch your kayak next door in the water canal. This waterway leads to the inter-coastal. This is one of the best locations for kayaking and fishing, available anywhere. Bluewater Highway divides the property in two parcels. Be sure to accompany minors/children when crossing this highway, going near the pond and beach.

16. RECREATIONAL VEHICLES / BOATS - Recreational vehicles (RVs) are not allowed on property. There is an RV park with hookups across the highway, adjacent to the bay side of the Treasure Island subdivision. Boats are allowed on property but should be stored only in designated parking areas. Please take care when backing trailers out of the driveway. Please also use water wisely when rinsing boats. There is a public boat dock at "Ernie's Bait Barn" (1-mile south).

17.) FISHING - The cleaning of fish/crabs/oysters, etc. should be done OUTSIDE and DOWNSTAIRS only, and on newspaper or trash bags. Scales, heads, fins, etc. should be returned to the Gulf. Do not leave scales in yard or throw waste in dumpsters. Bloodied or soiled clothes or shoes should be removed before entering the beach house. Shoes should be left outside and clothes removed and either placed in trash bags or laundered immediately. Do not throw soiled clothing on the floors.

18.) HOLD HARMLESS - TENANT agrees that OWNER does not assume any liability for loss, damage or injury to any persons occupying property or to the personal property of such persons. TENANT agrees to use extreme caution when occupying property and ensure appropriate supervision of children of all ages at all time. Beware of snakes - poisonous snakes may be found within boundaries of the property as with all properties in the area. Children should be under adult supervision at all times. EXTREME CAUTION should be used when using the pier and near water's edge. Climb at your own risk. NEVER climb ladder-facing outward. (Ladder can be removed to prevent small children from climbing.) EXTREME CAUTION should be used around water. Children should NEVER be allowed in loft areas without direct and constant adult supervision. Children should NEVER be allowed on deck without direct and constant adult supervision

and we recommend children wear a life preserver while near water. NO ONE should sit on surface of picnic table or rails of deck. OWNER does not accept liability for any inconvenience arising from temporary defects or stoppage in water supply, gas, electricity or plumbing. OWNER does not accept liability for any loss or damage caused by weather conditions, natural disasters, acts of God or other reasons beyond our control.

19.) ADDITIONAL TERMS AND CONDITIONS - The undersigned, for himself/herself, his/her heirs, assignors, executors and administrators, fully releases and discharges OWNER from any and all claims, demands and causes of action by reason of injury or whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result of, or in connection with the occupancy of the property. TENANT(s) agree to hold OWNER free and harmless of any claim or suit arising there from. In any action concerning the rights, duties or liabilities of the parties to this Agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover reasonable attorneys fees and costs.

20.) WHAT TO BRING - Dress codes are extremely relaxed. Shorts and sandals are acceptable attire everywhere in San Luis Pass and surrounding areas. Dress codes in Galveston are also relaxed, but double-check if you are planning to visit a nightclub or exclusive restaurant. Bring sheets, pillowcases, bath towels, washcloths, beach towels, soap, shampoo, toiletries, toilet tissue, paper towels, and trash bags, cleaning supplies. Aluminum foil, Ziploc bags, condiments, sunscreen, first aid, charcoal, lighter fluid, videos and music CDs, folding chairs and umbrellas for the beach, and insect repellent (PLEASE NOTE: As with all southern coastal areas, our beautiful bays, fields, protected coastal wetlands and vegetated sand dunes can also foster increased mosquito activity following rain showers or storms in the warmer months. For your comfort and protection (if you are visiting from late Spring through early Fall), please ensure all members of your party to apply insect repellent before arrival at the property. Fortunately, the steady coastal breezes make it extremely difficult for mosquitoes to reach the deck level of our house, and (with proper use of repellent when you are on ground level) they will have no chance of interfering with your vacation. Very seldom are mosquitoes encountered on our beaches, but you may want to pack repellent in your beach bag just in case!

21.) WHAT IS PROVIDED - Texas Ocean Dream is a fully furnished home with a fully equipped kitchen, television with a DVD Players (no cable/satellite), stereo/CD, barbeque grill, dish washer, washer and dryer, deck furniture and vacuum cleaner.

22.) MANDATORY LINEN AND CLEANING SERVICES – The Mandatory Linen Service is an additional fee of \$10 per person. LANDLORD provides sheets, pillowcases, blankets, bath towels and washcloths. Guests should bring their own beach towels. The Cleaning Service includes standard dusting, vacuuming, mopping, cleaning mirrors, and cleaning and disinfecting bathrooms following your departure. TENANT is required to clean any dirty dishes prior to checkout and ensure no wet towels or washcloths have been tossed onto beds or carpeted areas. Excessive dirtiness of home following TENANTS departure will be subject to additional cleaning fees as needed to restore the house to its original condition upon TENANT's arrival (see paragraph 5 of this Agreement). Mandatory Departure Cleaning Service is \$100.

23.) ADDRESSES / CONTACT INFORMATION - A signed copy of this Agreement must be returned to OWNER by fax or mail. A photo copy of Drivers License and Credit Card must also be supplied by TENANT. Security deposit and rental fee must also be received to confirm TENANT's reservation.

24.) HEADINGS OF SECTIONS - The headings of the sections contained in this agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this agreement.

25.) DISPUTES- TENANT does hereby agree that if they used PayPal.com to make any payment that they will not dispute this charge with their credit card provider/company but will retain the right to file a dispute with PayPal.com

through PayPal's "resolution program". If there is any dispute with OWNER, TENANT agrees to send all communication to OWNER through USPS Certified mail prior to filing any dispute with PayPal and/or any credit card provider, and/or any court of law and TENANT gives OWNER up to 30 days to resolve this issue. If TENANT should violate this section in any way TENANT immediately forfeits any claim or dispute they may have with OWNER or credit card processor such as but not limited to PayPal.com/Visa/AMEX/Mastercard.

26.) UNENFORCEABLE PORTIONS - In the event that any portion of this RENTAL AGREEMENT/CONTRACT is deemed unenforceable for any reason, the TENANT specifically agrees that all other portions shall be enforced. No change, modification, addition, or amendment to this contract shall be valid unless in writing and signed by all parties hereto.

27.) JURISDICTION - The TENANT agrees that regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Harris County, Texas, and any dispute will be litigated or arbitrated in Harris County, Texas. The TENANT agrees that in the event of any controversy or dispute arising out of this contract, regardless whether a lawsuit is filed, the prevailing party or parties shall be entitled to recover from the non-prevailing party or parties reasonable expenses, including, without limitation, attorney's fees and costs actually incurred, as well as fees and costs incurred in the enforcement of any judgment and collection of any sums owed. The TENANT shall not be entitled to recover legal fees from OWNER in excess of \$500.00 (Five Hundred Dollars). TENANT agrees that in the situation that more than one TENANT has signed this RENTAL AGREEMENT, OWNER may pursue each TENANT for the entire amount owed until the OWNER is paid in full by either TENANT or in total from all TENANT(s).

28.) CAP OF LIABILITY OF OWNER - Even if OWNER were to be found to be negligent or at fault during arbitration or in a any court of law, OWNER shall not be liable for more than a refund of the moneys paid by the TENANT to OWNER.

TENANT #1 FULL NAME _____

TENANT'S ADDRESS _____

EMPLOYER _____ EMPLOYER ADDRESS _____

HOME PHONE (_____) _____ WORK PHONE (_____) _____

CELL PHONE (_____) _____ E-MAIL _____

DRIVERS LICENSE # _____ STATE: _____ D.O.B. ____/____/____

VEHICLE #1

MAKE _____ MODEL _____ YEAR _____ LICENSE PLATE _____

(If Applicable)

TENANT #2 FULL NAME _____

TENANT ADDRESS _____

EMPLOYER _____ EMPLOYER ADDRESS _____

HOME PHONE (_____) _____ WORK PHONE (_____) _____

CELL PHONE (_____) _____ E-MAIL _____

DRIVERS LICENSE # _____ STATE: _____ D.O.B. ____/____/____

VEHICLE #2

MAKE _____ MODEL _____ YEAR _____ LICENSE PLATE _____

TOTAL ADULTS _____ TOTAL CHILDREN _____ TOTAL GUESTS _____ TOTAL PETS _____

CHECK-IN DATE _____ CHECK-OUT DATE _____ TOTAL NIGHTS _____

RENTAL FEE (as per website or as agreed) \$ _____

DEPARTURE CLEANING SERVICE (Mandatory) \$ 100.00

LINEN SERVICE \$10 x _____ Total Guests \$ _____

(Mandatory \$10 per guest)

PETS \$10 x _____ Total Nights x _____ Total Pets \$ _____

(\$10 per pet per day)

Large Group Fee \$200 \$ _____

(Groups over 16 for a day visit , usually for a party or bbq.)

Due 60 days prior to stay or with signing of this contract → \$ _____ TOTAL RENT

RESERVATION-DAMAGE-SECURITY DEPOSIT

\$ 500 Weekend Bookings or

\$1,000 Weekly Bookings

Due Now → \$ _____ TOTAL DEPOSIT(Due Now)

TENANT(s), the undersigned party to this Agreement, acknowledge that this RENTAL AGREEMENT as outlined above; and HAVE READ, FULLY UNDERSTAND, and ACCEPT ALL TERMS AND CONDITIONS AS OUTLINED IN THIS RENTAL AGREEMENT. TENANT(s) also represent that all information TENANT(s) have supplied is truthful.

TENANT #1 NAME (Print) _____

TENANT #1 Signature:

_____ Date: ____/____/____

TENANT #2 NAME (Print) _____
(if there are two TENANTS)

TENANT #2 Signature:

_____ Date: ____/____/____

OWNER Capital Resources Properties, LLC

ACCEPTED BY: Lawrence V. Wilkerson Signature:

_____ Date: ____/____/____

TENANT PLEASE FAX THIS RENTAL AGREEMENT, SIGNED to 713-622-7179.

The beach house will not be reserved until we receive this rental agreement via fax and all payments due and you receive an email confirming your stay from us. If there is any delay in payment you must call us and follow-up via email (LVWINSUR@YAHOO.COM) to communicate with us every 24 hours until the payment is received.