



### Cabin Rental Agreement

This agreement, Made and Entered Into on this the \_\_\_\_\_ day of \_\_\_\_ 2009 by and between North Side Marina, LLC, hereinafter referred to as "Lessor", and \_\_ the Lessee, in consideration of the covenants and agreements to be kept and performed, does hereby lease to the Lessee The \_\_\_\_\_ Cabin identified and located at 180 Private Road 1735, Chico, Texas subject to the terms and conditions set forth hereinbelow.

1. The Lessee agrees to pay as rent for the said premises the sum of \$ \_\_\_\_\_ /night for \_\_\_\_\_ nights plus applicable taxes (plus pet fee if applicable) payable by cash or credit card. A reservation deposit of 50% of rental is required. Deposit is refundable if cancelled by \_\_ days before rental, less \$25 processing fee.. A cancellation of less than \_\_ days will result in forfeit of deposit. Cancellation less than \_\_ days before rental will result in full balance being charged. Therefore, no refunds less than 7 days before rental. NO REFUNDS FOR EARLY CHECKOUTS.

2. The term shall commence \_\_\_\_\_ /2009 at 3 P.M. and shall end \_\_\_\_\_ /2009 at 12 pm \_\_\_\_\_. Lessee agrees not to arrive early, unless approved in advance, as this will only delay the cleaning of the house and check in time. Additional fees may apply to early check-in or late check-outs. Late checkout will be available if no one is checking in that day. If the premises are rented for the following night, late check-out times will be adjusted accordingly to accommodate new arrivals.

3. Lessee accepts the above premises and furnishings in working order and good condition and agrees to maintain same in such working order and good condition as long as Lessee shall occupy the premises, and to return the premises to the Lessor at the termination of residency in as good order and condition, reasonable wear and tear excepted. Lessee will be responsible for payment to Lessor for all damages of any type and will replace and restore all glass broken or damaged and replace all lost keys.

4. No activity will be carried on in the above premises which will disturb occupants or other neighbors and Lessee will not allow any nuisance to occur or exist. Good housekeeping habits will be exercised so as to prevent insect, bug, or rodent infestation or other hazards. No accumulation of garbage or refuse inside or outside the premises will be permitted. All trash must be bagged and put in outside trash container.

5. No smoking in the cabins or on the docks at any time. Smoking in cabins will result in lost of security deposit. All cigarettes/butts must be disposed of properly ashtrays and not thrown on the grounds.

6. Lessor shall have free access at reasonable times to the premises in order to inspect, examine and exhibit the same or make needed repairs, and Lessor shall have the right of entry in the event of an emergency, nuisance, or disturbance, in the opinion of the Lessor, and such entry shall not violate the Lessee's rights, nor shall the Lessor incur any liability to the Lessee therefore.

7. Pets must be approved in advance. No pets or animals of any kind whatsoever shall be kept, allowed or permitted on or in the premises without prior consent of the Lessor. An additional \$75 security deposit is required and fully refundable if no pet damage. All pets must be non-aggressive and people friendly. Pets must in on leash and under owner control at all times. Proof of valid immunizations is required on check-in. An additional charge of \$10/night pet fee will be due at check-in. Lessee is responsible for any damage caused by pet and repairs will be deducted from security deposit.

8. Lessee may fish from marina docks but must abide by all marina rules and regulations attached. All children aged 10 and under must be accompanied by an adult and wear a life jacket when on docks and marina walkway to docks.

9. Lessee will deposit with the Lessor simultaneously herewith a security and damage/cleaning deposit of \$ 100-\$200 to guarantee occupancy of the premises and performance by the Lessee of all conditions and obligations in this agreement. Refund will be made only after inspection by Lessor to insure compliance with the terms hereof. Cabin must be cleaned to same or better condition than upon check-in or \$100 minimum fee will be charged. See Cabin Rules and Regulations for cleaning requirements. Cabin Checklist needs to be completed.

10. Lessee's liability for damages to the premises or furnishings shall not be limited to the amount of said deposit, but said liability shall include full payment for restoration or repair or damaged premises or furnishes.

11. The above premises shall not be sub-rented or sub-leased or sub-loaned; nor shall this rental agreement be assigned to anyone without prior written consent of the Lessor. Occupancy of the above premises and use of the furnishings therein shall be limited to the person whose name appears on this agreement and Lessee, and the Lessee's guests and invitees, which shall be a maximum of \_\_\_\_\_ persons

12. Lessee accepts that the cabins are in a rustic, wilderness setting. Lessees are likely to come in contact with native plants and wildlife. It is expressly agreed by and between the parties that Lessor is exempted and held harmless from any and all liability, and any damage or injury to any person or property caused by or resulting from fire, steam, electricity, water, rain, ice, snow, or leak from or flow from, or into, any part or said property or building, or from any damage or injury resulting or arising from any other cause happening whatsoever, including any negligent acts by person, including the Lessor, and the Lessee shall be solely responsible for and hold the Lessor harmless from any and all claims whatsoever, it being understood by and between the parties that this clause is material to the making of this agreement, and is a significant part of consideration relative to the amount of rent paid by Lessee. This obligation of the Lessee shall further apply to all of Lessee's guests, invitees, business associates, and all other persons present or permitted on subject property under the direction or permission of the Lessee.

13. Lessee shall be solely responsible for any thefts, acts of vandalism, or other damage or loss of personal property which may occur during the course of this agreement, whether said damage or loss be the property of Lessee or to the Lessee's guests, associates, invitees, or any other person or persons.

14. The names and address of the parties to this Agreement are as follows:

North Side Marina, LLC 940-644-5475      Name:  
Address:  
email:  
Cell:

15. This lease incorporates the embodies the entire agreement between the parties, and no oral modification hereto shall be recognized as binding, regardless of the conduct of the parties, unless reduced to writing and signed by both parties. IN WITNESS WHEREOF, the parties have agreed to and have accepted the foregoing on the date first above written.

I have read this cabin agreement and agree to the rates, deposits required, cancellation and refund policies that are stated here. . Deposit is refundable if cancelled by \_\_ days before check in date, less \$25 processing fee. A cancellation of less than \_\_ days will result in loss of deposit. A cancellation of less than \_\_ days before check in date will result in full balance being charged on credit card I have authorized. I understand no refunds or credits will be issued for cancellations less than \_\_ days before check in date. NO REFUNDS FOR EARLY CHECKOUTS. Northside Marina, LLC, is authorized to run credit card ending in \_\_\_\_\_ for deposit of \_\_\_\_\_ and balance due of \_\_\_\_\_, in accordance with the stated cancellation policy.

Sign here : \_\_\_\_\_ Print Name \_\_\_\_\_ LESSEES

- 1. Send by fax 214 – 291-5246      2. Scan and send by email to [northsidemarina@yahoo.com](mailto:northsidemarina@yahoo.com) OF
- 3. Send by US Mail to Northside Marina 180 PR 1735 Chico, TX 76431

Thanks and have a great time.      Alan and Jeanne Kennedy \_ Owner/Operator