



# Long-Term Rental Agreement

The Dunes Condominiums

1000 Lantana Drive  
Port Aransas, TX 78373  
Phone: (361) 749-5155  
frontdesk@thedunesporta.com

Please review your rental agreement carefully. Any payments made to The Dunes Condominium for unit rental signify your full acceptance of our Rental Agreement terms. All policies are strictly enforced. It is the responsibility of all guests and their invitees to understand all terms of the Rental Agreement.

---

## Check-In Details.

- Guests will be given a door lock code.
- Guests must immediately report any issues with the unit to the 24/7 front desk.
- The unit does not include any food items, such as seasonings, sugar, or cream.
- Coffee and filters are initially supplied.
- Guests will receive an initial supply of sundries.
- Towels, sheets, pillows, and blankets must not be used outside.
- Do not dispose of any feminine hygiene products in the toilet.
- Don't pour grease down the drains or shrimp/crab shells into the disposal.
- Always ensure doors and windows are locked when you leave the condo.

## Check-Out Details.

- Turn on the dishwasher if necessary.
- Put all towels in the bathroom tub or on the floor.
- Throw away trash using the trash chutes at the end of each floor near the stairs.
- Make sure to lock the front door when you leave.

---

## 0. Premises.

The rented premises include the units at The Dunes Condominiums, located at 1000 Lantana Drive, Port Aransas, Texas 78373. The rental agreement grants the right to use both the units and the common areas at The Dunes Condominiums, collectively called the "Premises." The guest must also follow the rules and regulations of The Dunes Condominiums.

## 1. Renter Requirements.

For legal and accounting reasons, the person making the reservation must be the same individual whose name appears on the credit or debit card used for payment. This individual is considered the guest, must be at least twenty-five (25) years old, and must be present for the entire stay. All other individuals involved in the rental are regarded as the guests' invitees. All communications regarding

reservations, cancellations, and damage policies will be handled directly with the guest only. A valid driver license must be presented at check-in.

## 2. Reservation and Payment Policy.

To reserve the property for long-term (30 or more days), a deposit of \$1000 is required. This deposit will be used towards the first 30-day rental amount. Credit/debit card payments and checks are accepted; cash is not accepted. All reservations are subject to approval by management and the property owner.

## 3. Cancellation Policy.

Cancellations must be made at least thirty (30) days prior to the check-in date to qualify for a refund, minus a \$45 reservation fee, applicable taxes, and credit card processing fees.

## 4. Check-In / Check-Out.

Check-in time is no earlier than 4:00 p.m. on the day of arrival. Early check-in may be available depending on prior reservations and housekeeping schedules. Guests must contact the office in advance to request early arrival. Check-out time is no later than 11:00 a.m. on the day of departure. Late check-out may be possible, subject to availability. If the unit is not vacated by 11:00 a.m. and no late check-out has been approved, a fee will be charged for each additional hour. If the unit is not vacated by 2:00 p.m., a fee equal to one full day's rental may be applied.

Early check-in and late check-out are not guaranteed during peak times and require email confirmation from the reservation team.



# Long-Term Rental Agreement

The Dunes Condominiums

1000 Lantana Drive  
Port Aransas, TX 78373  
Phone: (361) 749-5155  
frontdesk@thedunesporta.com

## 5. Maximum Occupancy.

The maximum occupancy of the unit depends on its size and bed count: twin beds sleep one guest, while double, queen, and king beds each accommodate two. Rollaway beds and inflatable mattresses are not permitted. Guests must adhere to the specified limit, which applies to both the unit and shared amenities, including the fitness center, pool, sun deck, hot tub, grill station, and fire pit. Violating the maximum occupancy is a breach of this Agreement. It may result in a charge of ten percent (10%) of the nightly rate for each additional person, billed to the credit card on file, along with possible eviction and forfeiture of any refunds or payments. The property is intended for the personal vacation use of the guests who made the reservation and plan to stay. These guests are responsible for their invitees.

## 6. Cleaning and Damage Policy.

Guests are responsible for any damages or excessive cleaning needed during or after their stay. The property will be provided to the guest in a professionally cleaned condition. If guests' activities or usage require more than standard cleaning, they will be charged for the additional costs. A \$59 Damage Protection Fee is charged at booking and covers up to \$1,500 in accidental damage. A valid credit card must be kept on file for future charges. If damages exceed the coverage or no deposit is collected, the credit card on file will be billed for the remaining costs. This includes, but is not limited to, missing items, excessive cleaning, fines, and eviction-related expenses. Guests agree to pay for any losses or damages caused by themselves or their invitees.

## 7. Noise, Nuisances, and Prohibited Uses.

The Dunes Condominiums has a strict no-tolerance policy regarding excessive noise, disruptive behavior, and the use of alcohol and illegal substances.

Guests must respect the rights of other guests and property owners. Loud music, stereos, and disruptive conduct are not permitted in shared areas, including the fitness center, pool, hot tub, sun deck, grill station, and fire pit. Foul language in the

presence of others, including children, is prohibited. Quiet hours are from 10:00 p.m. to 7:00 a.m. The property cannot be used for weddings, receptions, parties, or large gatherings. Illegal substances are strictly forbidden, and minors are not allowed to possess alcohol. Violations may result in eviction and forfeiture of all rental fees and deposits.

## 8. Pets and Smoking.

Pets are not allowed. If any evidence of a pet is found, a \$250 fee will be charged.

Smoking is not allowed in the building, including inside any unit. If any tobacco smell or residue is detected upon departure, an additional cleaning fee will be charged. Oil lamps and incense are also banned because they can leave odors. Guests may be responsible for any damage and asked to leave immediately. Smoking is allowed in designated areas around the exterior of the building only.

## 9. Maintenance and Emergencies.

Guests must report any issues with the unit immediately to the front desk, which is open 24/7. No refunds or adjustments will be given unless problems are reported during the stay and before checkout.

Guests are responsible for properly using all property features, including furniture, appliances, and fixtures. Any damage caused by misuse or failure to report problems promptly may result in charges.

## 10. Housekeeping.

A housekeeping fee will be charged at check-in for the cleaning service after departure. Guests will receive a starter supply of essentials, including dish soap, a sponge, paper towels, toilet paper, facial tissues, bath soap, shampoo, conditioner, and hand lotion. Additional supplies may be purchased. Any missing items should be reported to the front desk within one hour of arrival.

## 11. Items and Amenities.

No food items are provided in the unit, including seasonings, sugar, or cream. Housekeeping will supply coffee filters and one pack of coffee. Towels, sheets, pillows, and blankets are not to be used outside.

Towels are inventoried before and after each stay.



# Long-Term Rental Agreement

The Dunes Condominiums

1000 Lantana Drive  
Port Aransas, TX 78373  
Phone: (361) 749-5155  
frontdesk@thedunesporta.com

Missing towels will result in the following fees: face towels, \$5; hand towels, \$7; and bath towels, \$15.

## **12. Heating, Ventilation, and Air Conditioning (HVAC).**

All rentals include air conditioning and heating. The guest agrees that the air conditioning will not be set below 72 degrees, the heat will not be set above 78 degrees, and the fan will be set to "Auto." Doors and windows should remain closed when using either heat or air conditioning. There are no refunds for missing or malfunctioning HVAC units.

## **13. Swimming Pool, Hot Tub, Gas Grill, and Fitness Center.**

Using the pool, hot tub, gas grill, and fitness center is at your own risk. There are no lifeguards on duty. Guests acknowledge that the area around the pool and hot tub might not be fenced or secure. The guest agrees to be responsible for and liable for any damages to the pool, hot tub, grill, and fitness center, and its support equipment caused by misuse or negligence. Grilling is only permitted at the designated grilling station. No grilling is allowed on balconies. No additional grills are permitted on the property. All guest and their invitees must follow ALL posted Safety Rules.

## **14. Property Access.**

Guest agrees that The Dunes Condominium has the right to enter the rental property at any time to investigate disturbances, check occupancy, inspect for damage, and carry out necessary repairs, alterations, improvements, decorations, maintenance, or provide required or agreed-upon services; and to verify that the Guest has complied with this Agreement's terms or responded to emergencies.

Additionally, management, its representatives, and agents may enter the Premises with at least 24 hours' notice to show the Premises to potential or current buyers, tenants, mortgagees, lenders, appraisers, or contractors.

## **15. Parking.**

Parking is available next to and across the street from The Dunes building. All vehicles must be registered on your check-in registration card.

Unauthorized vehicles will be towed at the owner's expense. The Dunes Condominiums are not responsible for any theft or damage to vehicles or items left inside them.

## **16. Lost, Left Behind, or Stolen Items.**

Management is not responsible for lost, stolen, or abandoned items. Any belongings left in the unit after departure will be considered discarded. The Dunes Condominiums will attempt to find any items left behind when contacted by the guest but makes no guarantees that missing items can be recovered and will not be held liable.

## **17. System Failures and Unforeseen Events.**

If any system in the rental unit fails—including but not limited to water, sewer, septic, electrical, gas, plumbing, mechanical, appliances, heat pump, ventilation, pool, hot tub, or other structural systems—neither the property owner nor management shall be responsible for any resulting damages to the guest, and no refunds will be issued. Management will make reasonable efforts to repair or replace the malfunctioning system or equipment promptly, and the guest agrees to provide reasonable access to the property for inspections and necessary repairs. Additionally, management is not liable for loss, damage, or inconvenience caused by weather, natural disasters, pests, construction, acts of God, or other events beyond its control. No refunds will be given in such cases. Guests are strongly advised to consider purchasing travel or rental insurance.

## **18. Security and Safety.**

Always lock doors and windows when you leave the unit. When you rent the unit, you accept responsibility for it, its contents, and your personal belongings. The Dunes Condominium is not liable for injuries caused by your failure to exercise proper caution.

Children must be supervised at all times. Candles are not permitted due to fire hazards, except for citronella candles placed outside in buckets or emergency candles provided in case of a power outage.



# Long-Term Rental Agreement

The Dunes Condominiums

1000 Lantana Drive  
Port Aransas, TX 78373  
Phone: (361) 749-5155  
frontdesk@thedunesporta.com

## 19. Legal Liability, Indemnity, and Disputes.

While The Dunes Condominium and its property owners strive to keep vacation properties in excellent condition, they do not guarantee suitability for specific uses. Guests and their invitees assume all risks when using the property, including risks associated with structures, appliances, fitness center, pool, hot tub gas grill, furniture, and equipment. The Dunes Condominium and its property owners are not responsible for injuries resulting from guests' actions—whether intentional or accidental—or from the construction or contents of the property. Damage may occur due to malfunction, misuse, natural events, or acts of God. No guarantees are made regarding the reliability of utilities or services, nor the compatibility of materials used in the property. The Dunes Condominium and its property owners are not liable for allergic reactions caused by materials, mold, airborne spores, pet allergens, or chemical agents, including those in appliances, linens, carpets, utensils, fixtures, pool, or hot tub.

By endorsing this agreement in writing or electronically, guests and their invitees agree to hold harmless and indemnify The Dunes Condominium and its property owners from all claims, demands, losses, liabilities, or expenses—including legal defense—arising from use of the property.

Guests must follow all applicable laws, ordinances, regulations, and covenants, and ensure that their family members and visitors do the same. They agree not to hold The Dunes Condominium or its property owners responsible for accidents, injuries, losses, or damages. Guests acknowledge the risks associated with the fitness center, swimming pool, and hot tub, including the possibility of injury or death, and accept full responsibility for any resulting harm or loss of personal property, such as money, jewelry, or valuables. This indemnity remains in effect even after the Agreement ends.

Disputes arising from this agreement will be resolved through binding arbitration or mediation in Port Aransas, Texas, or Nueces County, Texas. Occupancy of the property constitutes acceptance of these Terms and Conditions and is considered equivalent to signing this agreement.

## 20. Entire Agreement.

Time is of the essence. All previous agreements between the Owner and the Guest are incorporated into this Agreement, which constitutes the entire agreement between the parties. It reflects the final understanding of the parties and cannot be contradicted by evidence of any earlier or concurrent oral contracts. The parties also intend for this Agreement to be the complete and exclusive statement of its terms, and no external evidence may be introduced in any legal or other proceedings related to this Agreement. Any provision of this Agreement that is found to be invalid shall not affect the validity or enforceability of the remaining provisions. The waiver of any breach does not constitute a continuing waiver for the same or future breaches.

## 21. Release.

In consideration of the right to visit and stay at The Dunes Condominiums, the guest agrees to release, to the fullest extent permitted by law, the owner, management, members, officers, employees, agents, representatives, attorneys, assignees, and affiliates (collectively, the affiliates) from all liability or responsibility for any personal injury, death, property damage, or other loss incurred by me, my children, any guest listed on this form, or any invitee allowed on the property during my rental period. This includes any incident arising from my, my children's, or my guests' participation in a visit to the condominium, regardless of cause, including but not limited to negligence by the owner or management. I understand that this release will bind my heirs, administrators, executors, and anyone claiming through or under me.





## Long-Term Rental Agreement

The Dunes Condominiums

1000 Lantana Drive  
Port Aransas, TX 78373  
Phone: (361) 749-5155  
frontdesk@thedunesporta.com

### 22. End of Occupancy.

Upon ending occupancy, the guest shall: (i) return all copies of keys or access devices to the unit, including those for common areas; (ii) vacate the unit and surrender it to management at the scheduled time without anyone present; (iii) vacate any parking and storage spaces; and (iv) leave the unit in the same condition as received, minus normal wear and tear.

### 23. Weather/Mother Nature.

We are not responsible for events beyond our control. This includes loud noises from construction or public and private events, wildfires or smoke, weather issues, road closures, frozen pipes, utility and service outages, or unexpected appliance failures.

### 24. Personal Property and Injuries.

Owner Insurance. Guest personal property, including vehicles, is not covered by the owner or The Dunes Condominiums for loss or damage caused by fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other reason. Owner or management does not insure against personal injury to guests, visitors, or licensees due to any cause other than the condition of the premises.

Guest Insurance. Management recommends that guests obtain or carry insurance to protect themselves, licensees, and their personal property from any loss or damage.

Indemnity and Hold Harmless. Guest agrees to indemnify, defend, and hold harmless the owner and management from all claims, disputes, litigation, judgments, costs, and attorney fees arising from loss, damage, or injury to the guest or licensees, or their personal property.

### 25. Joint and Individual Obligations.

If there is more than one Guest, each shall be personally responsible for fulfilling all obligations under this Agreement, both jointly and individually.

### 26. Rules and Regulations.

The guest agrees to follow all rules and regulations posted on the property or provided to the guest at any time. The guest and their invitees must not: (i) disturb, bother, endanger, or interfere with other guests or neighbors; (ii) use the property for any commercial or illegal activity, including but not limited to manufacturing, selling, storing, or transporting illegal drugs or other prohibited items; (iii) break any laws or ordinances; or (iv) create waste on or near the property.

### 27. TV, Cable, Internet, Satellite.

No refunds will be issued for issues related to the number of devices, outages, content, speed, access problems, personal preferences, or lack of knowledge on how to use the service involving cable, internet, or satellite service. Services are provided solely for convenience and are not a mandatory part of this agreement. Cable and internet services are not guaranteed.

I have reviewed The Dunes Condominiums Long-Term Rental Agreement and agree to its terms. I hereby authorize my credit card to be charged the total amount listed in this agreement. By signing below, the renter agrees to all the terms and conditions of this rental agreement.

|                          |            |  |           |  |
|--------------------------|------------|--|-----------|--|
| Guest's Name (Print):    |            |  |           |  |
|                          | First Name |  | Last Name |  |
| Guest's Signature:       |            |  | Date      |  |
| Reservation Grand Total: | \$         |  |           |  |

Thank you for choosing The Dunes Condominiums. We will send more details about the property as your stay approaches. Feel free to call us if you have any questions.