Cottages at the Frontier, L.L.C.

Month-To-Month Rental Agreement
For Park Unit Model/Cottage

Tenants who are listed on this application agree to lease a Park Unit Model/Cottage, hereinafter referred to as the "Premises" from **Cottages at the Frontier, LLC**, hereinafter referred to as "**Cottages or the Property**", according to the terms and conditions set forth in this agreement. ***All prices are subject to change subject to written notice described below.***

TERM: This Rental Agreement shall establish a month-to-month tenancy. Tenant acknowledges and agrees that such tenancy automatically renews every month, until either party provides a 30-day written notice to vacate.

RENT: Monthly rent is **$1,850.00**. Tenant shall pay rent in full on the **1ST** day of tenant's initial occupancy, and shall continue to pay each subsequent month, on the same day of the 1st day of initial occupancy, until terminated by the terms of this Agreement. The rent and all other charges must be paid without deduction or offset and in advance each month on the renewal date of the Lease. A late charge may be assessed by management in the amount of **$100.00** whenever rent is paid more than five (5) days after it is due. An NSF (not sufficient funds) charge may be assessed by management in the amount of **$100.00** whenever a payment for rent or any other charge is returned unpaid from a bank or financial institution. All rent charges due and owing herein shall be made payable to: **Cottages at the Frontier, LLC** by credit card or ACH **via the link provided by Cottages at the Frontier**; however, payment receipt is the responsibility of the Tenant and any system issues with online payments will not be considered when assessing late payments. The monthly rent is not refundable when the tenant leaves at any time before the final day of any lease month.

RENT INCREASES: Notices of rent increases during the term of this Agreement will be in accordance with the terms and conditions of any law in effect, but no rent increase shall take effect less than 30 days from the date of written notice from the Cottages.

UTILITIES AND OTHER CHARGES: Included in the rent are the monthly charges for: Water, Sewer, Internet, Electricity, and Garbage.

SINGLE OCCUPANCY – ADULTS ONLY: Cottages at the Frontier is a single-occupancy, adults-only community. Each Cottage/Park Model Unit is limited to one (1) adult occupant. No minors may reside in or occupy a Cottage as a resident.

PROPERTY RULES: The Property Rules are incorporated herein by reference as though fully set forth at this point. Tenant agrees to comply with all Property Rules that now exist and any created in the future as such additional rules may be promulgated by the property from time to time.

CHANGES IN RULES, STANDARDS OF MAINTENANCE, SERVICES, EQUIPMENT OR PHYSICAL IMPROVEMENTS: The Property's rules and regulations, standards of maintenance of physical improvements in the property, together with services (including utilities), equipment and physical improvements within the property may be changed from time to time as provided by any law then in effect.

ENTRY UPON RESIDENT'S SPACE: The Property shall have the right to enter the Premises for maintenance and the protection of the Property at any reasonable time. However, such entry shall not be in a manner at a time which would interfere with the occupant's quiet enjoyment. A staff member of the Property may enter Premises without the prior written consent of the occupant in the case of an emergency or when the occupant has abandoned the Premises.

TERMINATION OF RENTAL AGREEMENT BY TENANT: Tenant understands that this Rental Agreement will remain in effect and Tenant will be liable to pay rent as set forth in this Agreement whether or not the Tenant occupies the Park Model Unit for the term of this Rental Agreement, and any renewal term, which occurs automatically on a monthly basis until such time a 30-day written notice to terminate is provided by either party.

RENTING OR SUBLETTING: Tenant shall not sublease or otherwise rent all or any portion of Tenant's Park Model Unit. Tenant shall not assign or encumber his or her interest in this Rental Agreement. No consent to any assignment, encumbrance, sublease or other renting shall constitute a further waiver of the provisions of the paragraph.

PETS: NO PETS of any kind are permitted in the Park Model Unit at any time. Tenant shall not keep, harbor, or allow any animal, pet, or other creature in the Park Model Unit, whether temporarily or permanently. The presence of any pet, animal, or evidence of a pet (including but not limited to pet odors, hair, waste, food bowls, cages, scratching, or other physical indicators) shall constitute a material default of this Rental Agreement and shall be cause for immediate termination of tenancy and eviction in accordance with applicable law.

SEX OFFENDER NOTIFICATION: The Texas Sex Offender Registration Program (**Chapter 62 of the Code of Criminal Procedure**) is a sex offender registration and public notification law designed to protect the public from sex offenders, which includes a public access data base of the locations of individuals required to register. The public may access this information at any time through the TXDPS website located at **Texas Public Sex Offender Registry**. Sheriff's Departments and Police Departments serving jurisdictions of 450,000 or more in population also must maintain such information. The State Sex Offender and Child Predator Registry database can be accessed at https://sor.dps.texas.gov and contains address, pictures and conviction records for registered offenders. The database can be searched by zip code, city, and county or by offender name.

CANCELLATION POLICY: Month to Month Rental: No refund for cancellation for any reason.

USE PROHIBITED: The Park Model Unit and premises shall be used only for private residential purposes, and no business or commercial activity of any nature shall be conducted thereon.

WAIVER: The waiver by the Property or, of the failure of the Property to act in any respect because of any breach of a term, covenant or condition contained herein of the violation of a Property Rule or Regulation shall not be waiver of that term or rule. The subsequent acceptance of rent by the Property shall not be a waiver of any preceding breach of this Rental Agreement by the Tenant or any violation of Property Rules or failure of Tenant to pay any rent, regardless of the Property's knowledge of the preceding breach or violation of Property's Rules or Regulations or failure to pay rent.

ATTORNEY'S FEES AND COSTS: In any action arising out of Tenant's tenancy or this Agreement the prevailing party shall be entitled to reasonable attorney's fees and costs. A party shall be deemed a prevailing party if the judgement is rendered in his or her favor or where the litigation is dismissed in his or her favor prior to or during the trial, unless the parties otherwise agree in the settlement or compromise.

INTERPRETATION: Each provision of this agreement is separate, distinct and individually enforceable. In the event any provision is declared to be unlawful or unenforceable, the validity of all provisions shall not be affected.

EFFECT ON THIS AGREEMENT: Tenant agrees that this Rental Agreement, together with the Property Rules and Application, contains the entire Agreement between the parties regarding the rental of Park Model Unit within the Property. All prior negotiations or stipulations concerning this matter which preceded or accompanied the execution of this Agreement are conclusively deemed to have been superseded by this written Agreement. This Agreement completely supersedes any prior Agreement of the parties, whether in writing or oral.

SUCCESSORS AND ASSIGNS: This Agreement and each and all its terms, provisions, covenants, conditions, rights and obligations shall be binding upon the time and insure the benefit of the parties hereto and their respective successors, assigns, heirs, executors, and administrators.

ALTERATION OF THIS AGREEMENT: This Agreement may be altered by Tenant only by written agreement signed by both of the parties or by operation of law. This Agreement may be altered by owner by written agreement by both parties or by operation of law.

NON-LIABILITY OF LANDLORD: **Tenant agrees that Landlord shall not be liable for injury or damage to person or property of Tenant, his family, guests, employees or invitees, occurring in, on or about the leased premises, or occurring anywhere in or on the Property or area in which the leased premises are located, or in or upon the grounds in which the Park Model Unit is located, or in any other building or structure on said grounds, however caused or arising except by the direct negligence of Landlord, his agents or employees, and agrees to indemnify and hold Landlord harmless therefore. Landlord will not be responsible for damage caused by leaks, bursting pipes, by freezing or otherwise, or by any vices or defects of the leased property, or the consequences thereof, nor will the Landlord be liable for damages or injury caused by any vices or defects of the leased property to Tenant, or any tenant or occupant or to anyone in the Property or on the premises, except in case of positive neglect or failure to take action toward the remedying of such defects within reasonable time after having written notice from Tenant of such defects and the damage caused thereby. Should Tenant fail to so notify Landlord promptly, in writing, of any such defects, Tenant will become responsible for any damage or injury resulting to Landlord or other parties. It is recommended that the Tenant maintain renter's insurance coverage on Tenant's possessions to be placed within and on the premises.**

Rules and Regulations: Any guest of the Tenant is subject to and agrees to comply with all Property Rules which is incorporated herein by reference. **Cottages at the Frontier, LLC** may modify the Property Rules from time to time at its discretion. Tenant hereby acknowledges receipt of the current Property Rules. Tenant also agrees and acknowledges that failure to comply with all Property Rules will constitute a material default of this Agreement and will be cause for immediate eviction and removal from the Property.

ACKNOWLEDGMENT: Tenant acknowledges that he or she have read, understood and received copies of this Rental Agreement, together with a copy of the Property Rules and Regulations, and further that he and/or she have read and understand each of these documents. Tenant understands that by executing this Rental Agreement (either by wet signature or electronic or typed signature), he or she will be bound by the terms and conditions thereof.

Cottage/Park Model Unit #: _____

_____ _____

Applicant Signature: *Date*

_____ _____

Cottages at the Frontier, LLC Owner/Manager Signature: *Date*

Cottages at the Frontier, LLC
Property Rules & Regulations

- QUIET TIME: Quiet hours are from 10 p.m. to 7 a.m. Please be considerate of others. No loud music allowed at any time.
- SPEED LIMIT: Please observe a speed limit of no more than 7.5 mph on the Property grounds.
- TRASH: Dumpster located in the park is for personal trash only. All garbage must be bagged & tied, boxes broken down. DO NOT leave trash outside your Park Model Unit, unless it is bagged and tied. Our personnel will retrieve on a daily basis as scheduled. Cleanliness of the park is important to us. Sites are to be kept clean and orderly, as determined by management. Washing vehicles in the park is allowed but may be restricted if excessive. Keeping your Park Model Unit clean and in good repair is required.
- NO FIREWORKS ALLOWED. NO OPEN FIREARMS DISPLAYED.
- PARKING: Two vehicles per Unit are allowed. Please park in the driveway for your Unit out of the main roadways.
- CLOTHES LINES ARE NOT ALLOWED. ELECTRIC SPACE HEATERS ARE NOT ALLOWED.
- CONDUCT: Disorderly conduct, drunkenness, illegal drugs, obscene language, obnoxious, disruptive or vulgar behavior will not be tolerated. They will be reason for immediate eviction without refund.
- DRUGS: Illegal drugs of any form are prohibited on the property of Cottages at the Frontier. Person(s) caught in violation of this rule are subject to immediate eviction without a refund. Person(s) knowing of any illegal activity are encouraged to notify the management immediately. Any information reported will be strictly confidential.
- Single occupancy, adults only.
- Pets are not permitted at Cottages at the Frontier.
- No guest, invitee, or visitor of a tenant may camp or sleep outside in their cars.
- No more than two vehicles per rental Unit are allowed.
- No inoperable or unlicensed vehicles will be allowed to remain on Property.
- Management will not accept mail delivered to the Property for Guests or Tenants. Tenants must obtain a post office box or have their mail sent “general delivery” to the post office.
- Campfires are allowed in portable, covered fire pits only, and not on the grass. Please do not put ashes in any trash receptacle.
- Tenants are not allowed to construct or place any outside storage units on the premises.
- NO SMOKING: Smoking, vaping, e-cigarettes, cigars, pipes, marijuana, or the use of any other smoking product is strictly prohibited inside any Cottage/Park Model Unit. Evidence of smoking, including odors, residue, burn marks, or damage caused by smoking, may result in cleaning, repair, and remediation charges and may constitute a material violation of this Agreement subject to termination of tenancy.

These rules are for health, cleanliness, legality and welfare of all.

MANAGEMENT RESERVES THE RIGHT TO EVICT OR REFUSE SERVICE TO ANY PERSON OR PERSONS WHO BREAK OR DISREGARD ANY RULES WITHOUT REFUND. MANANGEMENT RESERVES THE RIGHT TO REFUSE ANYONE. MANAGEMENT RESERVES THE RIGHT TO MAKE CHANGES TO THE RULES, REGULATIONS AND FEES WHEN NECESSARY.