

Short-Term Occupancy Agreement

1709 Burton Dr., Austin, Texas 78741 · City of Austin STR License No. A00000295854

Review copy. Please read these terms before booking. You will sign the agreement and complete the card authorization at the time of booking.

1. Parties and Stay Details

This Short-Term Occupancy Agreement ("Agreement") is made between **Portico Property Management in partnership with Peak Texas Properties LLC**, a Texas limited liability company ("Operators"), and the guest named below ("Guest"), with the acknowledgment of the sponsoring resident named below ("Sponsoring Resident").

Item	Detail
Property	Three-O-Five @ The Zenith, 1709 Burton Dr., Austin, Texas 78741
Guest Suite	Unit 305 ("Suite")
Austin STR License No.	A00000295854
Guest name	
Guest phone / email	
Guest government ID	Type verified: _____ (ID number is not recorded)
Sponsoring Resident	Name: _____ Unit: _____
Relationship to Resident	Family / Friend
Arrival	Date: _____, check-in after 3:00 p.m.
Departure	Date: _____, check-out by 11:00 a.m.
Number of nights	
Number of occupants	_____ adults, _____ minors
Vehicle (make / plate)	
Local contact (24/7, 2-hour response)	Name / phone: _____

2. Nature of Agreement and Eligibility

2.1 License, not a lease. This Agreement grants Guest a revocable license to occupy the Suite for transient lodging on the dates above. It creates no landlord-tenant relationship and no tenancy under Chapter 92 of the Texas Property Code. Guest acquires no right to occupy the Suite beyond the Departure date.

2.2 Maximum stay. A stay may not exceed 29 days under Texas Short Term Rental (STR) Code. Back-to-back or extended bookings that would total 30 or more consecutive nights are not permitted.

2.3 Eligibility. The Suite is available only to family members and personal friends of current residents of the Property whose leases are in good standing. The booking Guest must be at least 21 years old, present valid government-issued photo ID at booking, and stay in the Suite for the entire reservation.

2.4 No transfer. Guest may not assign this Agreement, sublet the Suite, or permit anyone not listed in Section 1 to stay overnight.

2.5 Operator discretion. Operator may decline any booking request. Approval of one booking does not obligate Operator to approve future requests from the same Guest or Sponsoring Resident.

3. Payment in Advance, Taxes, and Cancellation

3.1 Full prepayment. The Total Stay Charge in Schedule A is due in full no later than 3 days after the Agreement is signed by all Guest, Sponsoring Resident and Operator. Operator will not release access credentials until payment has cleared. A reservation not paid by the due date is cancelled automatically.

3.2 Total Stay Charge. The Total Stay Charge consists of the nightly rate times the number of nights, the cleaning fee, and applicable hotel occupancy taxes, each as shown in Schedule A.

3.3 Hotel occupancy tax. Guest shall pay all state and local hotel occupancy taxes on the nightly rate, cleaning fee, and any pet fee (currently 6% State of Texas and 11% City of Austin). Operator collects and remits these taxes.

3.4 Method of payment. Payment is accepted only through Operator's designated payment processor. Operator does not accept cash, and no payment is accepted by or through the Sponsoring Resident.

3.5 Cancellation by Guest. Written cancellation by guest is required to cancel any existing reservation:

- Received 14 or more days before Arrival: full refund.
- Received 7 to 13 days before Arrival: 50% refund of nightly charges; cleaning fee and taxes refunded in full.
- Received fewer than 7 days before, or no-show: no refund of any charges outside of taxes; taxes refunded where the law allows.

3.6 Early departure. No refund is due for nights not used.

3.7 Cancellation by Operator. If Operator cancels for a reason other than Guest's breach (for example, the Suite becomes uninhabitable), Operator will refund all amounts paid. Refund is Guest's sole remedy.

4. Card on File and Incidental Charges

4.1 Card required. Before access is released, Guest must place a valid credit card in Guest's own name on file with Operator's payment processor and sign the Card Authorization in Schedule B. Prepaid cards are not accepted.

4.2 Pre-authorization hold. Operator will not place a pre-authorized hold on the card for STR bookings. The Operator may place a hold of \$100 on the card for MTR bookings at or before Arrival. The unused hold is released within 3-5 business days after check-out, subject to the card issuer's processing time.

4.3 Authorized charges. Guest authorizes Operator to charge the card on file for:

- the cleaning fee, if not already paid with the Total Stay Charge;
- extra cleaning beyond normal turnover, at the rates in Schedule A;
- smoking or vaping remediation, unauthorized pet cleaning, and unauthorized-occupant fees in Schedule A;
- unauthorized late check-out fees;
- consumables, amenities, or items missing from the Suite, at replacement cost;
- repair or replacement of damage to the Suite, its contents, or common areas beyond normal wear, at documented cost;
- fines, penalties, or assessments imposed on Operator because of Guest's conduct, including City of Austin STR or noise citations.

4.4 Notice and documentation. Before charging any amount other than a fixed fee in Schedule A, Operator will send Guest an itemized statement with photos and, where available, invoices or receipts. The charge will be processed no sooner than 48 hours after the statement is sent. Operator will make any post-stay charge within 21 days after Departure.

4.5 Disputes. Guest agrees to raise any disagreement with a charge with Operator in writing within [10] days of the statement before initiating a chargeback. This does not limit Guest's rights under law or card network rules.

4.6 Costs above the card limit. If charges exceed what can be collected from the card, Guest remains liable for the balance, and Section 7.2 applies.

4.7 Card data. Operator does not store full card numbers. Card details are held by Operator's payment processor under its security standards.

5. Occupancy and House Rules

5.1 Occupancy limit. No more than 3 persons may stay overnight, and no more than 6 persons may be in the Suite at any time. These limits never exceed the maximum occupancy under the Suite's City of Austin STR license.

5.2 No events. Parties, events, and gatherings of any size beyond the registered occupants are prohibited. Commercial use, filming, and photography shoots require Operator's written consent.

5.3 Quiet hours. Quiet hours are 10:00 p.m. to 7:00 a.m. Guest shall comply with the City of Austin noise ordinance at all times and keep sound from carrying into neighboring units.

5.4 Community rules. Guest shall follow all Property community policies that apply to residents, including parking and trash rules. Operator will provide them at booking.

5.5 Smoking and vaping. Smoking or vaping of any substance is prohibited inside the Suite, on its balcony or patio, and anywhere else the Property prohibits it.

5.6 Pets. Dogs permitted with Operator's prior written approval. A \$75 pet fee will be charged for claimed and approved dogs. Service animals are permitted as required by law.

5.7 Parking. Guest may park only in [designated guest space / guest area], with the parking permit displayed. Unauthorized vehicles may be towed at the owner's expense.

5.8 Illegal activity. Any illegal activity in the Suite or on the Property is grounds for immediate termination under Section 6.4.

5.9 Safety equipment. Guest shall not disable, cover, or remove smoke alarms, CO alarms, or fire extinguishers. Extinguisher locations and emergency exits are shown in the Suite's guest guide. Suite extinguisher and aid kit is located above the Suite's refrigerator.

6. Check-In, Access, and Departure

6.1 Access. Operator will issue access credentials after payment clears, the card is on file, and this Agreement is signed. Codes are valid only for the reserved dates. Guest shall not share codes or duplicate keys.

6.2 Inspection at arrival. Guest shall report any existing damage, missing items, or cleanliness issues to Operator within [2 hours] of check-in, with photos. Unreported conditions are presumed to have occurred during the stay.

6.3 Check-out. Guest shall vacate by the check-out time, remove all personal belongings, dispose of trash as instructed, and return all keys and devices. Late check-out without written approval is charged per Schedule A.

6.4 Termination for breach. Operator may terminate this Agreement on notice and require Guest to leave within [2 hours] if Guest materially breaches it. Material breaches include exceeding occupancy, holding an event, illegal activity, threats to safety, or a City of Austin citation. No refund is due on termination for breach.

6.5 Holdover. Guest's right to occupy ends at check-out time or on termination. A Guest who remains is a trespasser, and Operator may change access codes, remove Guest's belongings to safe storage, and seek removal by law enforcement to the extent permitted by Texas law. Guest owes \$250 per day of holdover.

6.6 Entry by Operator. Operator may enter the Suite on reasonable notice for maintenance or inspection, and at any time without notice in an emergency or to address a suspected breach of Section 5.

6.7 Items left behind. Operator will hold items left in the Suite for 14 days, then may dispose of them. Guest pays shipping for any return.

7. Damage, Liability, and Sponsor Responsibility

7.1 Responsibility for damage. Guest is responsible for loss or damage to the Suite, its contents, and the Property's common areas caused by Guest, other occupants, or Guest's visitors, beyond normal wear and tear.

7.2 Sponsoring Resident guarantee. The Sponsoring Resident guarantees Guest's payment of any amount owed under Sections 4 and 6 that is not collected from Guest's card within 30 days. Operator may bill the Sponsoring Resident directly, and the Sponsoring Resident agrees that unpaid amounts may be added to the Sponsoring Resident's resident ledger, to the extent the Sponsoring Resident's lease permits.

7.3 Conduct. A material breach of Section 5 by Guest may be treated as a violation of the Sponsoring Resident's community rules, and may affect the Sponsoring Resident's future eligibility to sponsor guests.

7.4 Personal property. Operator is not responsible for loss of or damage to Guest's personal property, including vehicles, except to the extent caused by Operator's gross negligence or willful misconduct.

7.5 Indemnity. Guest shall indemnify and hold harmless Operator, the Property owner, and their members, managers, and employees from claims, losses, and costs, including reasonable attorneys' fees, arising from the acts or omissions of Guest, other occupants, or Guest's visitors. This does not apply to claims caused by the gross negligence or willful misconduct of an indemnified party.

7.6 Limitation of liability. To the extent permitted by law, Operator's total liability to Guest under this Agreement is limited to the Total Stay Charge paid.

7.7 Emergencies. In an emergency, Guest shall call 911 first, then the local contact in Section 1. Additional Emergency information is located inside of the Suite.

8. General Terms and Signatures

8.1 Entire agreement. This Agreement, its Schedules, and the Property community rules provided at booking are the entire agreement for this stay. Changes must be in writing and signed by Operator.

8.2 Governing law and venue. Texas law governs this Agreement. Venue for any dispute lies in Travis County, Texas.

8.3 Severability. If any provision is unenforceable, the rest of the Agreement remains in effect.

8.4 Electronic signatures. Electronic signatures and copies have the same effect as originals.

8.5 Notices. Notices may be given by email or text to the contact details in Section 1.

Guest — I have read and agree to this Agreement, including the Card Authorization in Schedule B.

Signature

Printed name

Date

Sponsoring Resident — I sponsor this Guest and agree to Sections 7.2 and 7.3.

Signature

Printed name / Unit

Date

Operator — Portico Property Management or Peak Texas Stays LLC

By

Name / Title

Date

Schedule A — Rates and Fees		
Charge	Amount	When charged
Nightly rate (Resident Guest)	\$150 per night	Prepaid, with Total Stay Charge
Cleaning fee (standard turnover)	\$110 per stay	Prepaid, with Total Stay Charge
Texas hotel occupancy tax	6% of nightly rate, cleaning fee, and pet fee	Prepaid
City of Austin hotel occupancy tax	11% of nightly rate, cleaning fee, and pet fee	Prepaid
Extra cleaning	\$50 per hour	Prepaid, with Total Stay Charge
Smoking or vaping remediation	\$500	Card on file, after notice
Authorized Pet Fee	\$75	Prepaid, with Total Stay Charge
Unauthorized pet / pet cleaning fee	\$300	Card on file, after notice
Unauthorized occupant	\$250 per person per night	Card on file, after notice
Late Check-out (Approved, until 12p)	\$25	
Late check-out (unapproved)	\$50	Card on file
Holdover Loss Fee	\$250 per day	Card on file
Damage and missing items	Documented repair or replacement cost	Card on file, after notice
City fines or citations from Guest conduct	Amount assessed	Card on file, after notice

Schedule B — Credit Card Authorization	
Card details are entered directly into Operator's payment processor. Do not write card numbers on this form.	
Item	Detail
Cardholder name (must match Guest)	
Card brand and last four digits	_____ ending in _____
Billing ZIP code	
Reservation dates	_____ to _____
Hold amount	\$150

I authorize Portico Property Mangement on behalf of Peak Texas Properties LLC to (a) charge the Total Stay Charge to the card above; (b) place the hold stated above; and (c) charge the card for cleaning, incidental, damage, and other amounts under Section 4 and Schedule A, after the notice required by Section 4.4 where it applies. This authorization remains in effect until 10 busines days after Departure or until all amounts owed are paid, whichever is later. I confirm I am the authorized cardholder.

Cardholder signature

Date