



- Established 2018 -

This Renter Agreement ("Agreement") is made and effective May 13, 2024 ("Agreement Date") between Brian Richey ("HOST and/or Manager") and Brian Richey ("LESSEE or Guest") regarding the property known as Red Line Outpost ("Rental Property") which is located at:

619 Brentwood St.  
Unit A  
Austin, TX 78752

This Agreement applies to the LESSEE's stay at Rental Property from Jun 3, 2024 to Jun 4, 2024 but also applies to any other dates which may be included if the reservation is changed.

This Agreement applies to all members of the LESSEE's party no matter the age or affiliation ('Group'). LESSEE acknowledges that LESSEE is responsible for sharing the renter agreement, and its requirements, with all members of LESSEE's party and anyone else permitted onto the Rental Property by LESSEE.

In consideration of the rent received and the mutual promises contained herein, HOST of the Rental Property does hereby lease and rent to LESSEE(s) such Rental Property under the following terms and conditions:

#### 1. LESSEE OBLIGATIONS

LESSEE agrees to abide by all rules and regulations contained herein, posted on the premises, or published within the Guestbook related to the Rental Property. LESSEE's obligations include but are not limited to keeping the premises as clean and safe as the conditions of the premises permit and causing no unsafe or unsanitary conditions in the common area and the remainder of the premises that LESSEE uses. LESSEE agrees not to use the premises for any commercial activities or purpose that violates any criminal law or governmental regulation. LESSEE's breach of any duty contained in this paragraph shall be considered material and shall result in the termination of LESSEE occupancy with no refund of any kind.

#### 2. PROPERTY CAPACITY

In no event shall the Rental Property be occupied by more persons than the capacity of the property as stated on the web site or the confirmation letter, **without prior approval by HOST**. No fraternities, school, civic, or other non-family groups are allowed **without prior approval by HOST**.

#### 3. SUBLET VIOLATION

In no event shall LESSEE assign or sublet the Rental Property in whole or in part. **Violations of these rules are grounds for expedited eviction with no refund of any kind.**

#### 4. PREMISES ACCESS

LESSEE hereby acknowledge and grant HOST specific permission to enter premises at any time for inspection purposes should HOST reasonably believe that LESSEE is causing or have caused any damage to Rental Property. In an emergency, HOST or his agent may enter the premises at any time without securing prior permission from LESSEE. LESSEE agrees, upon not less than a 2-hour notice, to make the premises available to HOST or his agent for the purposes of entering for maintenance or to make necessary or convenient repairs. If any

item or equipment is completely non-operable, requiring repair during the booking term, HOST will endeavor to repair/replace item or equipment as soon as possible. This includes the A/C, dishwasher, washer, dryer, oven, cooktop, microwave, Internet service, television, etc.

## 5. TERMINATION

In the event LESSEE wishes to terminate this agreement, Travel Insurance, Damage Protection and any processing or administrative fees are non-refundable. The refund policy is as follows:

***One hundred percent (100.00%) of the total booking charges will be refunded if the cancellation is made more than 30 days prior to the arrival date of the reservation. Fifty percent (50.00%) of the total booking charges will be refunded if the cancellation is made more than 7 days prior to the arrival date of the reservation. For cancellations made within 7 days prior to the arrival date, no refund will be issued.***

## 6. SPECIAL OR CONSEQUENTIAL DAMAGES

In the event HOST is unable to make Rental Property available for any reason other than described above or a reasonable substitute as determined by HOST, LESSEE agrees that HOST's sole liability as a result of this unavailability is to provide a full refund of all monies paid under this Agreement and LESSEE expressly acknowledges that in no event shall HOST be held liable for any special or consequential damages which result from this unavailability.

## 7. PAYMENT

- A. Full payment is taken by HOST at the time of the booking. Any remaining balance must be paid days prior to the arrival date, or this Agreement may be cancelled by the sole option of the HOST. An automatic credit card payment for the remaining balance will be scheduled by the HOST to be made days prior to the arrival date. If the automatic payment fails for any reason, it is the responsibility of the LESSEE to make sure that the remaining balance is promptly paid in full, or the reservation will be canceled with no refund of payments made. All policies contained in this Agreement shall apply equally to payments made by credit card or electronic payment, and whether made via website or by phone. Any refunds due to LESSEE from a credit card payment will be refunded by credit card or electronic transaction.
- B. Regular payments and security deposits for the booking will be displayed as **STRIPE \* RED LINE OUTPOST** on the LESSEE's electronic payment statement.

## 8. SECURITY DEPOSIT

- A. A security deposit/hold ("Security Deposit") is normally required and will be automatically reserved for the booking. The automatic reserve is conducted by putting a hold or charge on the LESSEE's electronic payment in the amount of \$300.00 exactly 1 day(s) prior to the arrival date. The electronic payment method registered by the LESSEE will be used. If, at the end of the rental period, the rental property is returned undamaged, the Security Deposit will be released in full within 5 days. In the event of damages beyond normal wear and tear, HOST will provide LESSEE with a full accounting of expenses incurred and deductions made from the Security Deposit. Should the damages exceed the amount of the Security Deposit, LESSEE agrees to pay the balance within 5 business days after receiving notification. HOST is under no obligation to use the least expensive means of restoration.
- B. No interest or income will be paid to the LESSEE on the security deposit. Landlord may place the security deposit in an interest-bearing or income-producing account and any interest or income earned will be paid to Landlord or Landlord's representative.
- C. Deductions from Security Deposit may include, but are not limited to:
  - damages to the Property, excluding normal wear and tear, and all reasonable costs associated to repair the Property.
  - damages to the Property caused by smoking, including but not limited to stains, burns, odors, and removal of debris.
  - cost to restore walls, flooring, landscaping or any alteration to the Property.
  - cost to clean/deodorize the property due to activities not associated with normal wear and tear;
  - extermination for pests introduced by LESSEE;
  - increased cleaning due to unauthorized pet entry;
  - the removal of unauthorized locks or fixtures installed by LESSEE and/or costs to rekey locks;
  - cost to access the Property if made inaccessible by LESSEE;
  - removing abandoned or illegally parked vehicles;
  - replacing unreturned property such as power chargers, cords, remote controls or other components;

- packing, removing, storing, and shipping LESSEE property;
- attorney's fees, costs of court, costs of service, and other reasonable costs incurred in any legal proceeding against LESSEE;
- mailing costs associated with sending notices to Tenant for any violations of this agreement;
- any other unpaid charges or fees or other items for which Tenant is responsible under this lease;

D. Linens or towels are supplied with Rental Property. LESSEE is responsible for lost or damaged items at the cost of **two (2) times** the price.

## 9. USE AND OCCUPANCY

- A. Maximum occupancy for this rental is **6**. LESSEE is required to prior notify/register in writing, anyone staying overnight at the premises with the HOST. Unauthorized guests, occupants, visitors, and invitees that cause the property to exceed the total maximum occupancy will be considered a violation of the use and occupancy provision. Exceeding maximum occupancy can result in the eviction of the LESSEE (with no refund) and/or any of LESSEE's unauthorized guests, occupants, visitors, and invitees. Local law enforcement assistance will be used as required to enforce this provision.
- B. LESSEE will keep the premises and furniture, furnishings and appliances, yard and landscaping, if any, and fixtures which are rented for LESSEE's exclusive use in good order and condition. LESSEE will pay the HOST for costs to repair, replace or rebuild any portion of the premises damaged by the LESSEE, and LESSEE's guests, occupants, visitors, or invitees.
- C. LESSEE assures the HOST that all guests, occupants, visitors, and invitees will observe all conditions and terms of this lease as to maintaining the premises in good order and appearance and shall not disturb, annoy, endanger, or inconvenience other residents or neighbors, nor use the premises for any immoral or unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance on or about the premises. (Stereos, TV, radios, etc. to be kept at a minimum level.)
- D. LESSEE agrees that any guest, occupant, visitor, or invitee who is found using illegal drugs or allows others to use illegal drugs on the premises will be immediately denied continued occupancy at the premises.
- E. LESSEE assures the HOST that any guest, occupant, visitor, or invitee who violates the terms of this agreement shall be immediately denied occupancy and shall remedy any damages or other expenses, caused by LESSEE or LESSEE's occupants, visitors, or invitees.
- F. If LESSEE abandons or vacates the premises, HOST may terminate this lease, enter the premises, and remove all LESSEE's property.

## 10. UTILITIES

The HOST will provide hot and cold water, gas, HVAC/Heating, electricity, trash removal, and high-speed wireless internet connection. LESSEE may use the TV guest login for access to LESSEE subscribed media service providers. LESSEE is responsible for ensuring they have logged out of all services upon departure. No refunds will be provided due to inoperable appliances. The HOST will make every reasonable effort to ensure that such appliances will be and remain in good working order. Refunds will be given on a case-by-case basis due to impact from power blackouts, water shortage, flooding, snow, construction at adjacent properties, or mandatory evacuations of the area by county officials due to hurricanes or other potentially dangerous situations arising from acts of God or nature.

## 11. PARKING

One (1) driveway space is reserved for the duration of the stay for guest parking. This space is designated by guest parking signage. LESSEE to park on the left side of the drive to allow another vehicle to pass for parking further up the drive. LESSEE and LESSEE's occupants, visitors, and invitees are welcome to park along the street where mail service is not restricted.

## 12. INDEMNIFICATION & INSURANCE

- A. LESSEE agrees to indemnify and hold HOST harmless from all liability, loss or damage arising from nuisance or harm through acts of carelessness, neglect, or improper conduct, made or suffered on the rented premises by the LESSEE or LESSEE's guests, occupants, visitors, and invitees.
- B. LESSEE expressly agrees to indemnify and hold HOST harmless of, from, and against any and all loss, costs, damages, attorney fees and/or liability in connection with the enforcing of the foregoing rental contract by HOST, including expenses incurred with the enforcing of the foregoing rental contract by HOST, including

expenses incurred in collection or attempting to collect delinquent rent and in the event of suit by HOST to recover possession of said rental property and/or to enforce any of the terms, conditions and/or provisions hereof except only such a personal injury caused by the gross negligence or intentional acts of the HOST. It is understood and agreed that the Venue of any action hereunder shall be in the county of HOST. Should any action commence by either party arising out of, or concerning this agreement, or any right or obligation derived there from, the prevailing party shall be entitled to receive attorney's fees as fixed by the Court in addition to all relief at law or equity. HOST shall not be held responsible for any injury, loss, illness or damage to any persons or property of persons occupying the rental property. HOST shall not be responsible for any disturbances or inconvenience to guests occupying the rental property for the actions of its neighbors, the surrounding area, and issues beyond the HOST'S control or acts of God. All information provided, while deemed true and reliable, is not guaranteed. Changes in items and décor may occur from time to time, and such changes will not void or alter the terms of the rental agreement.

C. LESSEE takes full responsibility for any injuries, accidents, and/or death to self, occupants, guests, or other residents at 619 Brentwood St. Unit A, Austin, TX 78752.

D. LESSEE takes full responsibility to secure rental insurance, if so desired.

### 13. ENFORCEMENT

This Agreement shall be enforced under the laws of the state within which the Rental Property is located, including any applicable rental acts of that state, and represents the entire Agreement. Any amendments must be in writing and signed by both parties. In the event of a dispute, legal action may only be instituted in the county within which the Rental Property is located. If any part of this Agreement shall be deemed unenforceable by law, that part shall be omitted from this Agreement without affecting the remaining Agreement.

**NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, LESSEE has read and agreed to the following:**

I understand the rules and rental conditions upon which I agree to rent the accommodation, equipment, and use of the property. I acknowledge and accept that safety is my sole responsibility.

I am over the age of 21 and assume responsibility for all my guests, occupants, visitors, or invitees visiting the property. I hereby assume all legal responsibility for bodily injury to me or to any person on the premises resulting from my visit and use, operation, or possession of equipment hired or loaned to me. Acknowledging this, I accept complete responsibility for my guests, occupants, visitors, and invitees, and they are visiting the property, using the equipment, and engaging in activities or events at their risk.

I will abide by the rules and accept these conditions:

- The property I rent will be returned to the same condition in which it was rented, and I will be responsible for all damage and/or loss that occurs during my rental period.
- I acknowledge receipt of the property in good order and condition (if found otherwise per my arrival I will contact HOST immediately) and further agree that the HOST of the Rental Property shall not be liable for consequential damages of any kind or nature from whatever cause arising, whether property or equipment is loaned or rented.
- I enter into agreement freely with the HOST of the Rental Property at my own risk, acknowledging the risks inherent in indoor and outdoor activities and assume all responsibility for the minor children and myself in my charge.
- All parties agree to and will comply with Federal, State and County pollution laws and any other applicable laws and regulations.
- I acknowledge anyone on the premises will not make loud noise, play loud music or in general, be a nuisance to the neighbors. Violation of noise rules may result in LESSEE and/or guests being asked to leave the premises without a refund and forfeit the \$300.00 deposit.
- I acknowledge there will be no more people, as day or night guests, on the premises than the maximum (6) guest capacity. Additional guests are to be approved by the HOST in writing. I acknowledge all occupants and guests who will be on the premises during my stay will be disclosed in writing to the HOST.
- I acknowledge LESSEE'S responsibilities for check-out prior to departure. I confirm review of check out instructions.
- I acknowledge I am responsible for all shipping costs for any Lost and Found items that HOST is requested to return to LESSEE. Items found and not claimed within 30 days will be disposed of at the discretion of HOST.
- My occupants/guests must abide by the Premises Rules attached to this lease. It is the responsibility of the LESSEE to ensure that all occupants and guests are aware of the premises rules and responsibilities within this lease. I confirm review of the house rules.

## PREMISES RULES

### RLO HOUSE RULES

#### Additional Booking Requirements

- **Security Deposit & Renter Agreement:** Guest is required to sign a Renter Agreement and provide a credit card for a security deposit within 48 hours of booking or 4 hours if booking is less than 48 hours before arrival. The Security Deposit credit card transaction is not a charge, but a temporary HOLD. Security Deposit and Renter Agreement is evaluated on a per-booking basis for Airbnb and VRBO clients. Please don't hesitate to reach out should you have any concerns.
- **Extended Stay Cleanings:** Guest is required to purchase a light cleaning every 28 days on extended stay bookings. We have negotiated a lower cleaning rate and provide guests with two options: direct coordination with our cleaners, or pay us and we are happy to coordinate it for you.

#### Occupancy and Guests

- **Maximum occupancy:** The maximum occupancy for this property is **6 guests**.
- **Registered guests only:** Please ensure all guests are registered with Airbnb and the host.

#### Check-In & Check-Out

- **Early check-in or late check-out:** Requests need prior approval by the Host. Please pre-book or send a message to request the change. If our schedule permits, we may allow an early check-in or late check-out.
- **Check-in instructions:** Check-in access instructions and a detailed Guestbook are provided before the arrival date. Check-in begins at **3:00 PM**
- **Check-out instructions:** Please check out by **11:00 AM** to allow for thorough cleaning. We don't believe in guests doing chores at check-out, but we'd appreciate your help with a few simple recommendations:
  - Please leave the beds unmade; no need to strip them.
  - Place used towels in the shower.
  - Loading the dishwasher and running a cycle is appreciated (pods are in the guest cubbies).
  - Tidy up loose trash and recyclables (the cleaners will take out the trash).
  - Return any moved furniture to its original spot.
  - Ensure all doors and windows are locked.
  - Set the thermostat to 78°F (cool) / 70°F (heat) if possible.

#### Pets

- **No pets allowed:** Pets are not allowed on the property. This will be strictly enforced. Guests will be asked to immediately leave, and an additional cleaning fee will be charged.

#### Parties and Events

- **No unauthorized parties or events:** Parties and events are strictly prohibited unless explicitly approved by the host in advance.

#### Smoking/Vaping

- **No smoking indoors:** An additional fee will be issued if any sign or smell of smoke is encountered after the guest checks out. This fee will be incurred at the quoted daily rate for the property, for the days required to clear the smell.

## Safety and Security

- **Illegal substances:** Illegal substances are strictly prohibited and grounds for immediate eviction from the Property. You, your guests, and visitors agree that any violation of any law or ordinance on or about the property will immediately terminate your occupancy and be grounds for immediate eviction from the property. Guest shall be liable for all costs incurred by the Host and a refund will not be provided for the remaining balance of your stay.
- **Lock changes:** Do not rekey or change door locks and door hardware.
- **Neighboring property:** Please respect our neighbor's property. Do not reach over or through the fence. **WARNING** - *Do not reach over or through the neighbor's fence to pet the neighbor's dog or risk being bitten.*
- **Exterior security lights:** Please leave the exterior security lights on when you check out.

## Property Usage

- **Utility usage:** The total occupancy rate assumes and includes a reasonable usage of utilities. Please be courteous about electrical/water usage and keep the thermostat between 70F & 78F degrees.
- **Furniture arrangement:** Please do not rearrange the furniture. Dragging may damage floors.
- **Food disposal:** We kindly ask guests to dispose of all food waste in the trash can and not leave food in the sink. If the sink is damaged or clogged by the guest, the guest will be charged a plumber's time and material cost for the repair.
- **Linens and towels:** Please be respectful of bed sheets and towels. Do not use hand/bath towels with any skin care products. These products will stain linens and towels. Disposable dry cotton face wipes for makeup/foundation, face medications/creams, and tanning products have been provided for free in the bathroom as an alternative to towel use. Unsalvageable/damaged linens and bath towels will be an added charge to the guest. Supplemental cleaning is available for an extra charge in the event you should require it. Needing additional cleaning or bath supplies? Please contact us and we will respond promptly.
- **Remove shoes:** Please remove shoes before entering the house to protect the floors.
- **Noise:** Please be respectful of neighbors and keep noise levels low, especially after 11:00 PM. Disturbances triggering a visit by the police will require guests to forfeit the remainder of their stay and immediately vacate the property without any refund.
- **Parking:** One designated parking spot is provided in the driveway for your convenience. It is identified by signage and a stone parking barrier. Others use the driveway for access. Please do not block both sides of the driveway.
- **Additional cleaning fees:** Additional cleaning fees may apply for excessive mess or damage.

## Guest Amenities

- **Guest cubbies:** We have provided guest cubbies in the back entertainment room with additional items to make your stay safer and more enjoyable. We encourage guests to explore the cubbies and let us know if you have any questions about their contents.
- **Grill usage:** A gas grill has been provided for your enjoyment. Guests will need to turn on the gas tank before use and turn the tank off before checkout. We ask guests to notify us if it is not working properly. The host is not responsible for any personal damage or injury due to improper use.

## Fire/Life Safety

- **First aid kit:** A first aid kit and flashlight are located in one of the guest cubbies. Please let us know if something is missing or not in working order.
- **Fire extinguisher:** A fire extinguisher is located under the sink in the kitchen.
- **Security lights:** Bright exterior lights have been installed for added security. These can be controlled by a switch at the front door and can be controlled at your convenience. We ask you to leave them on when you check out.
- **Fireworks:** No fireworks, campfires, fire pits, or other types of outdoor fires are allowed on the property.

## **CANCELLATION POLICY**

One hundred percent (100.00%) of the total booking charges (less \$25.00 taxable cancellation fee) will be refunded if the cancellation is made more than 30 days prior to the arrival date of the reservation. Fifty percent (50.00%) of the total booking charges (less \$25.00 taxable cancellation fee) will be refunded if the cancellation is made more than 7 days prior to the arrival date of the reservation. For cancellations made within 7 days prior to the arrival date, no refund will be issued.



Red Line Outpost |  [www.rloatx.com](http://www.rloatx.com) |  [host@rloatx.com](mailto:host@rloatx.com) |  [\(478\) 227-5277](tel:(478)227-5277)