



**COMMISSIONERS COURT  
COMMUNICATION**

COURT ORDER NUMBER \_\_\_\_\_

PAGE 1 OF 10

DATE: 10/1/2024

**SUBJECT: CONSIDERATION OF A SHORT-TERM RESIDENTIAL GUEST LICENSE AGREEMENT WITH ZILKER PROPERTIES OF AUSTIN FOR THE HOUSING OF A TARRANT COUNTY CRIMINAL DISTRICT ATTORNEY’S OFFICE LIAISON FOR THE 89TH LEGISLATIVE SESSION**

**COMMISSIONERS COURT ACTION REQUESTED**

It is requested that the Commissioners Court consider a Short-Term Residential Guest License Agreement with Zilker Properties of Austin for the housing of a Tarrant County Criminal District Attorney’s Office liaison for the 89th Legislative Session.

**BACKGROUND**

During each legislative session, the Tarrant County Criminal District Attorney’s Office (CDA) sends a legislative liaison to Austin, Texas. Engaging in a short-term property lease allows a cost-effective alternative to hotel expenses and facilitates easier access by the liaison to the Legislative Session allowing for greater flexibility and convenience.

On July 12, 2022, the Commissioners Court, through Court Order #138555, approved the most recent Residential Lease with Craig Parude, authorized agent for Bedrock Strategy, a Texas LLC for Condominium #1408 in Austin, Texas.

The condominium previously used is no longer available for a short-term lease. As a result, the CDA’s Office is seeking to lease a different property for the 89th Legislative Session.

With approval of the attached license agreement, the CDA’s legislative liaison will be provided with lodging for attendance at the 89th Legislative Session.

The term of this lease agreement is from January 10, 2025 through June 8, 2025.

The Criminal District Attorney’s Office has approved this License Agreement.

**FISCAL IMPACT**

The total lease amount of \$20,036.93 will be expensed from the following two accounts:  
531011/10000-2025/4510300000 - \$15,000.00  
531011/ D8700-2025/4510300000 - \$5,036.93

SUBMITTED BY	Criminal District Attorney	PREPARED BY:	Polly Maxwell
		APPROVED BY:	Mark Kratovil



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CO# 143981

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SUBMITTED BY	Criminal District Attorney	PREPARED BY:	Polly Maxwell
		APPROVED BY:	Mark Kratovil



## Short Term Residential Guest License Agreement

1. PARTIES: The parties to this agreement (the License Agreement) are the Property Manager and/or Owner and the Licensee/Guests:

**Property Manager/Owner:** VacationCake Rentals LLC

**Address:** 1709 Bluebonnet Lane

**City/State/Zip:** Austin, TX, 78704

**Phone:** 512-900-8247

**Email:** [stay@zilkerproperties.com](mailto:stay@zilkerproperties.com)

**Licensee/Guests:** Tarrant County

**Address:** 401 West Belknap

**City/State/Zip:** Fort Worth, Texas 76196

**Phone:** 817-884-1400

**Email:** [AMDurfee@tarrantcountytexas.gov](mailto:AMDurfee@tarrantcountytexas.gov)

2. PROPERTY: Property means the residence described below, improvements, its fixtures, and the non-real estate items described below, except for any exclusions described below.

**Property Address:** 810 Ethel St, Austin, TX 78704

While care and effort is taken to list the property in its current condition, landscaping, furniture, and other items in photographs may have changed, be replaced, or updated as necessary or determined by Property Manager/Owner.

3. TERM: This Short-Term Residential License Agreement will continue for the following term:

**Check In:** Friday, 01/10/2025 at 04:00 PM

**Check Out:** Sunday, 06/08/2025 at 11:00 AM

**Nightly Number of Guests:** 1

Early arrival and late Check Out time MAY be available, subject to availability and at the sole discretion of Property Manager. The Check Out time is stated above and an unapproved late Check Out may result in a penalty equal to the rate of the Use Fee for one night if it impacts housekeeping and rentability scheduling.

4. FEES AND PAYMENTS:

**Taxes and Costs:** Any applicable Occupancy Taxes shall be charged at the city and state mandated rate of 17% for all taxable stays. Additionally, Licensee agrees to pay all fees outlined below. Daily maid service is not included.

**Violations:** Violations are set forth in this License Agreement and any breach of a Violation, as stated herein, may incur a penalty.

**Security/Damage Deposit:** Licensee agrees to pay a Security/Damage Deposit (amount outlined below, if applicable) at the time of booking. Property Manager/Owner shall, no later than a postmarked date of 7 days after the Check Out Date refund the Security Deposit, if being returned in full. Should deductions be required, Property Manager/Owner will provide an accounting statement and Security Deposit refund, no later than a postmarked date of 10 days after the Check Out Date, absent any deductions in accordance with this License Agreement due to:

- a. Damage to the property or furnishings;
- b. Dirt or other mess requiring cleaning in excess of the cleaning fee;
- c. Excess garbage removal

- d. Additional Guests occupying the Property;
- e. Violations; or
- f. Any other cost associated with damage or violations of this License Agreement incurred by Homeowner due to Guests stay, as allowable by law.

**Additional Damage Liability:** Licensee is responsible and liable for any and all costs incurred to damage expenses that exceed the Security/Damage Deposit. If Deductions exceed the Reservation Deposit, Licensee will pay to Property Manager/Owner the excess with 10 days of written notice given. Should Licensee not provide alternative payment for damage expenses that exceed the Security/Damage Deposit within 10 days of written notice, Upon request of Licensee, Property Manager/Owner will provide supporting documentation showing the basis for such costs incurred.

**License Agreement Rates and Fees:**

**Rent:** \$19,841.93

**Fees:** Ethel Bungalow: \$195 Cleaning Fee

**Taxes:** \$0.00

**Grand Total (rent, fees, and taxes):** \$20,036.93

All payments must be made in full (or the first fully monthly rent in the case of a 30+ day booking) to secure this License Agreement.

Cancellation Policy: If Licensee wishes to cancel or terminate the License Agreement, the License Agreement Fees and Security/Damage collected will be refunded as follows:

- a. 100% if cancelled 30 days prior to Check In.
- b. 50% if cancelled 14 days prior to Check In.
- c. Any non-refunded daily fees will be refunded on a pro-rata basis in the event of rebooking, less a \$50 fee. All taxes and fees will be refunded regardless.

GUESTS ARE ENCOURAGED TO PURCHASE TRAVEL INSURANCE.

All payments shall be made to Property Manager/Owner via approved electronic payment, including Zelle and Venmo, unless agreed upon prior to reservation. The Property Manager/Owner agrees to accept payment by government check for this License Agreement.

**Security/Damage Deposit Return Made Electronically Payable to:** Zelle email address Info@ZilkerProperties.com, Venmo @jayreynoldsatx or with any major credit card (will incur 3% fee). Mailing checks is ok too.

- 5. VIOLATIONS: Violations of the License Agreement include any noise violations, breaches of any homeowners association rules, police calls and/or visits, criminal violations, or illegal activity such as drug or underage alcohol use.
- 6. TERMS OF AGREEMENT: Terms of this License Agreement are incorporated fully and attached as **Exhibits A – C**.
- 7. LIMITATION OF LIABILITY: Property Manager is acting as the representative of the homeowner. Property Manager and Homeowner are not responsible or liable in any manner for personal injury to any person or for loss or damage to any persons real or personal Property resulting from any act or omission not caused by Property Manager's negligence, including but not limited to injuries or damages caused by other property managers, their associates, inspectors, appraisers, and contractors that are authorized to access the Property; freezing water pipes; a dangerous condition on the Property; properties noncompliance with any law ordinance; or Homeowner, negligently or otherwise.

To the extent permitted by the Texas Constitution, laws, and rules, and without waiving any immunities or defenses available to Licensee as a governmental entity, Licensee agrees to protect, defend, indemnify, and hold Property Manager harmless from any damage, costs, attorneys fees, and expenses that are caused by Licensee, through Licensees negligence, fraud or intentional act; arise from Licensee failure to disclose any material or relevant information about the Property; or are caused by Licensee giving incorrect information to any person.

Property Manager/Owner is not responsible for any damages or personal injury on the Property and to the extent permitted by the Texas Constitution, laws, and rules, and without waiving any immunities or defenses available to Licensee as a governmental entity, Licensee agrees to indemnify Property Manager/Owner in any action related to the Property. Guests assume all responsibility while they are on Property. Property Manager is not responsible for damage to owners Property by Guests. Property Manager is not responsible for replacement or repairs for any damages to Property or contents. Property Manager not responsible for inventory of

contents or replacement of missing items on Property.

8. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any disputes related to this License Agreement that may arise between the parties.
9. ATTORNEYS FEES: Licensee shall reimburse Property Manager/Owner for its reasonable attorney fees if Property Manager/Owner is the prevailing party in a formal administrative or judicial action against Licensee to collect an invoice payment or interest that is due.
10. AGREEMENT OF PARTIES / ENTIRE AGREEMENT: this License Agreement is the entire agreement of the parties and may not be changed except by a writing signed by both parties.
11. BINDING EFFECT: Licensee obligation to pay Property Manager and compensation is binding upon Licensee and Licensees heirs, administrators, executors, successors, and permitted assignees.
12. JOINT AND SEVERABLE: all Licensees executing this License Agreement are jointly and severally liable for the performance of all its terms.
13. SEVERABLE CLAUSES: if the court finds any clause in this License Agreement invalid or unenforceable, the remainder of this License Agreement will not be affected and all other provisions of this License Agreement will remain valid and enforceable.
14. CONTROLLING LAW: This License Agreement shall be construed under the laws of the State of Texas. The parties agree that the proper venue is Tarrant County, Texas.
15. NOTICES: notices between the parties must be in writing and are effective when sent to the receiving party's address or email address specified in Section 1.
16. ADDITIONAL NOTICES: Fair housing laws require the Property to be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, or familial status. Local ordinances may provide for additional protected classes.
17. SOVEREIGN IMMUNITY. THIS LICENSE AGREEMENT IS EXPRESSLY MADE SUBJECT TO LICENSEE'S SOVEREIGN IMMUNITY, TITLE 5 OF THE TEXAS CIVIL PRACTICES AND REMEDIES CODE, AND ALL APPLICABLE FEDERAL AND STATE LAWS. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS LICENSE AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THE LICENSEE HAS BY OPERATION OF LAW. NOTHING IN THIS LICENSE AGREEMENT IS INTENDED TO BENEFIT ANY THIRD PARTY BENEFICIARY.
18. TEXAS GOVERNMENT CODE CHAPTER 552 ("TEXAS PUBLIC INFORMATION ACT" OR "TPIA"). The Licensee advises Property Manager that the Licensee is a governmental body under Chapter 552 of the Texas Government Code and that certain information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Texas Public Information Act ("TPIA") request. Property Manager's trade secrets, certain financial information, and proprietary information may be subject to an exception to disclosure under Chapter 552 of the Texas Government Code, Subchapter C. If a TPIA request is made on the Licensee to disclose Property Manager information that may be subject to an exception from disclosure, Licensee will (i) promptly notify Property Manager of such request for disclosure, and (ii) decline to release License Agreement such information and file a written request with the Texas Attorney General's office seeking a determination as to whether such information may be withheld.
19. COMPLIANCE WITH LAW. In providing the services required by this License Agreement, Property Manager must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Property Manager shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.
20. FORM 1295 CERTIFICATE OF INTERESTED PARTIES. Property Manager acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the Form 1295 electronically filed with the Texas Ethics Commission, at <https://www.ethics.state.tx.us/filinginfo/1295/>, as required by law, and that the attached signed copy is a full and true copy of said filed form.


For the purposes of this License Agreement and Exhibits, Licensee and Guest shall be used interchangeably.

Property Manager/Owner cannot give legal advice. READ THIS LICENSE AGREEMENT CAREFULLY. If you do not understand the effect of this License Agreement, consult an attorney BEFORE signing.

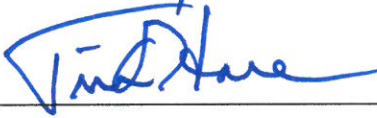
The following Exhibits are hereby incorporated into this License Agreement:

- Exhibit A:** Rules of the Agreement
- Exhibit B:** Notice Addendum
- Exhibit C:** Pet Agreement (if applicable)

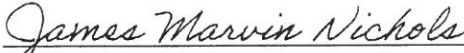
**PROPERTY MANAGER/OWNER:**  
VacationCake Rentals LLC

By:   
 Name: Jay Reynolds  
 Title: Owner  
 Date: 9/5/24

**LICENSEE:**  
Tarrant County


By:   
 Name: Tim O'Hare  
 Title: County Judge  
 Date: 10/1/2024

APPROVED AS TO FORM:

  
 Criminal District Attorney's Office\*

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

CERTIFICATION OF AVAILABLE FUNDS: \$ 20,036<sup>93</sup>

  
 Tarrant County Auditor

## Exhibit A

### Rules of the Agreement

1. The Property Manager/Owner has the right to inspect the premises without prior notice at any time to enforce the terms of this Licensee Agreement. Should the Licensee violate any of the terms of this Licensee Agreement, the license period shall be terminated immediately. The Licensee waives all rights to process if they fail to vacate the premises upon termination of the license period. The Licensee shall vacate the premises at the expiration time and date of this Licensee Agreement.
2. Emergency medical and police service can be called by dialing 911.
3. The Licensee shall maintain the premises in a good, clean, and ready to use condition, and use the premises only in a careful and lawful manner. The Licensee shall leave the premises in the same condition as provided at the expiration of the License Agreement, defined by the Property Manager as being immediately habitable by the next Licensee, save and except basic housekeeping such as dirty dishes, laundry, bedding and other general housekeeping. Licensee shall pay for maintenance and repairs should the premises be left in a lesser condition. The Licensee agrees that the Property Manager shall deduct costs of said services from the Security/Damage Deposit prior to refund if Licensee causes damage to the premises or its furnishings.
4. The Licensee shall dispose of all waste material generated during the license period in a lawful manner. Licensee/Guests are cautioned not to leave trash outside for long periods of time because it attracts animals.
5. The Licensee shall pay for any damage done to the premises over and above normal wear and tear.
6. No animals or pets of any kind will be brought onto the premises without prior written permission.
7. The Licensee shall not sublet the property.
8. The Licensee shall have no more than the agreed on amount of persons residing or sleeping on the premises.
9. The Licensee shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. The Licensee shall not create noise or disturbances likely to disturb or annoy the surrounding property owners. Creating a disturbance of the above nature shall be grounds for immediate termination of this Licensee Agreement and Licensee shall then immediately vacate the premises. Exterior quiet hours are from 10:30 PM to 7:00 AM. Which doesn't mean you can't be outside, it just means to be respectful of the neighbors.
10. There shall be no smoking inside the premises. Unless otherwise notified in writing, smoking is permitted outside the home with doors and windows completely shut. Cigarette butts must be picked up and disposed of properly prior to expiration time and date of this Licensee Agreement. All smoking rules include e-cigarettes.
11. Property Manager/Owner will provide towels, linens, toilet paper, hand soap, dish detergent, laundry soap, cups, knives, forks, spoons, dishes, and other items as commonly used by the Homeowner. Shampoos, conditioner, bath soap and other consumables will be provided as well by Property Manager/Owner. No reimbursement will be made for unused consumables left at the premises. If consumables exist at the premises when the Guest arrives the Guest is free to use them. Towels are not permitted to be taken from the house. Food in the refrigerator is available for use by the Guest, however, alcohol, wine, freezer items, pantry items, are not for the use of the Guest unless specifically indicated in writing by the Homeowner.
12. To the extent permitted by the Texas Constitution, laws, and rules, and without waiving any immunities or defenses available to Licensee as a governmental entity, the Licensee and Licensee' Guests shall hereby indemnify and hold harmless the Property Manager/Owner against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Licensee expressly recognize that any insurance for property damage or loss which the Property Manager/Owner may maintain on the property does not cover the personal property of Licensee, and that Licensee should purchase their own insurance for Licensee and Guests if such coverage is desired.
13. License Deposit amount is fully refundable per the terms stated in this Licensee Agreement.
14. Licensee expressly acknowledges and agrees that this Licensee Agreement is for transient occupancy of the Property, and that Licensee has no right, claim or intent to the Property as a residence or household.
15. We occasionally experience water, power and wastewater outages that are beyond our control. We report outages as each occurs. No refunds or compensation will be given for any outages. We recommend Licensee contract with a travel insurance carrier for coverage of events outside of homeowner's control.
16. There shall be no refunds of Use Fees due to shortened stays or ruined expectations because of weather conditions.
17. There shall be no refunds of Use Fees because of shortened stays or ruined expectations due to work, family or other emergencies or other commitments.
18. Only legally owned and permitted firearms shall be allowed on the premises according to State and local laws.
19. Guest agrees that Fireworks and other hazardous materials shall not be used in or around the property.
20. Guest shall use the property for legal purposes only and other use, such as but not limited to, illegal drug use, abuse of any person, harboring fugitives, etc.; shall cause termination of this Licensee Agreement with no refund of Use Fees or Deposits.
21. Guest agrees not to access the owners closet or any other areas marked private, even if unlocked, which contains the Homeowners property as well as cleaning supplies and chemicals that could be hazardous to children and adults.
22. Guest is advised that the property may contain a gas stove and cook top, gas heating, gas grill, and other gas-powered items and Guest will seek help from management if the proper operation of such items is not fully understood. If propane tanks are provided, Guests are free to use.
23. The property has a fire extinguisher. The fire extinguisher was fully charged at last inspection. It is the duty of the Guest to inform management immediately should the fire extinguisher become less than fully charged. Guest agrees to use the fire extinguisher only for true emergencies.

24. The property has fire alarms or smoke detectors installed and they are believed to function properly at the time of License Agreement. Guest will notify management without delay if a fire alarm or smoke detector chirps or has a low battery condition.
25. Guest shall see to their own security while in the property by locking doors, windows, garage doors, etc. when it is prudent to do so. Further, Guest agrees to lock all doors and windows when no Guests are on premises.
26. Valuable items left behind by Guest will be held for the Guest and every reasonable effort will be made to contact the Guest for return. Guests are responsible for any costs incurred due to the return of items. If items are not claimed for longer than 6 months they shall become the property of the Property Manager. Property Manager/Owner shall not be held liable for condition of said items.
27. High speed wireless internet is provided as a convenience only and is not integral to the Licensee Agreement. No refund of Use Fees shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences with regard to internet service.
28. No gatherings or parties are permitted on the property.
29. No commercial use of the Property without written Licensee Agreement, specific arrangements and proof of separate insurance.
30. Licensee and all Guests shall properly and immediately clean up spills on the property, furnishings or floors.
31. Licensee is responsible for reporting Anything broken, damaged, disabled or not working immediately to Property Manager/Owner. Do not wait until check-out to inform.
32. Licensee shall not use wash cloths or towels for makeup removal.
33. Licensee is responsible for any and all damages to landscaping or exterior premises that occur during contracted period or as caused by guests.
34. Licensee is responsible for any keys provided to property during stay. Guest shall return all keys to the lockbox or identified location. If Guest loses a key, then Licensee will be responsible for a \$250 charge to rekey all affected doors and to provide replacement keys.
35. Until Short Term Residential Guest License Agreement is signed by all parties, Use Fee is subject to change without notice.

## **EXHIBIT B**

### **Notice Addendum**

#### **INCORPORATION INTO AGREEMENT**

This Addendum is hereby incorporated into the original License Agreement, so that both documents shall be read together as one License Agreement. The parties intent to be bound is evidenced by their signature on this Addendum, and the Agreement and Addendum taken together constitute the complete agreement of the parties.

GUEST FAILURE TO CONTACT PROPERTY MANAGER/OWNER WITHIN SIX (6) HOURS OF THE CHECK IN TIME STATED UNDER SECTION 4 OF THIS LICENSE AGREEMENT, UNLESS OTHERWISE AGREED IN WRITING, THAT THE PROPERTY IS UNACCEPTABLE IS EXPRESS ACKNOWLEDGEMENT THAT THE PROPERTY IS ACCEPTED AS IS FOR THE FULL TERM.

#### **CONFLICT WITH OTHER PROVISIONS OF THE AGREEMENT**

In case of any conflict between the provisions of this Addendum and other sections of the License Agreement, the provisions of this Addendum shall prevail.

## EXHIBIT C

### Pet Agreement

A Licensee may only keep, invite or allow their pet(s) or their guest(s) pet(s) with express written consent as described herein.

- **NO PETS:** IF INITIALED HERE BY PARTIES, LICENSEE EXPRESSLY ACKNOWLEDGES THAT NO PETS OF ANY KIND MAY BE ALLOWED ON THE PREMISES AT ANY TIME.

#### Licensee:

- **PET AUTHORIZAION:** LICENSEE MAY KEEP ONLY THE APPROVED PET(S) AS EXPRESSLY ALLOWED BY THE PROPERTY MANAGER/OWNER. ANY VIOLATION WILL BE SUBJECT TO THE PENALTIES DESCRIBED HEREIN.
- **Pet Deposit:** Outlined in Agreement Fees section above.
- **Pet Rules:** Licensee must comply with the following Pet Rules:
- Take all reasonable and necessary action to insure that any pet does not violate the rights of others, that every pet complies with the applicable statutes, ordinances, restrictions, rules of this agreement, HOA rules, and other enforceable and applicable regulations;
- Maintain any pet that is a dog or cat, when outside, by fence or leash under Licensees control;
- Confine any pet that is not a dog or cat in the appropriate enclosure;
- Promptly and completely remove pet waste from the Property;
- **Licensee Disclosure and Liability:** Is Licensee aware of any of the pets described herein having ever bitten or injured another person OR having the predisposition or propensity to bite other people or animals?

#### LICENSEE IS LIABLE FOR ANY AND ALL ACTIONS OF THE PETS INCLUDING BUT NOT LIMITED TO:

1. DAMAGE TO THE PROPERTY, INCLUDING FURNITURE, FIXTURES, LANDSCAPING, OR OTHER ITEMS ON THE PROPERTY;
2. PERSONAL INJURIES TO ANY PERSON;
3. DAMAGE TO ANY PERSONS PROPERTY;

#### LICENSEE WILL PAY ANY AND ALL COSTS ASSOCIATED WITH ABOVE.

- **Default:** The breach of any provision herein constitutes a breach of the Agreement and may subject Licensee to all remedies of Property Manager/Owner.
- **Indemnification:** TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION, LAWS, AND RULES, AND WITHOUT WAIVING ANY IMMUNITIES OR DEFENSES AVAILABLE TO LICENSEE AS A GOVERNMENTAL ENTITY, LICENSEE WILL PROTECT, DEFEND, INDEMNIFY AND FOREVER HOLD HARMLESS PROPERTY MANAGER, HOMEOWNER, FROM ANY DAMAGE, COSTS, ATTORNEYS FEES, AND EXPENSES THAT ARE CAUSED BY THE ACT OF ANY PET OR LICENSEE.



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**Email:** [stay@zilkerproperties.com](mailto:stay@zilkerproperties.com)

**Licensee/Guests:** Tarrant County

**Address:** 401 West Belknap

**City/State/Zip:** Fort Worth, Texas 76196

**Phone:** 817-884-1400

**Email:** [AMDurfee@tarrantcountytexas.gov](mailto:AMDurfee@tarrantcountytexas.gov)

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GUESTS ARE ENCOURAGED TO PURCHASE TRAVEL INSURANCE.

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- 5. VIOLATIONS: Violations of the License Agreement include any noise violations, breaches of any homeowners association rules, police calls and/or visits, criminal violations, or illegal activity such as drug or underage alcohol use.
- 6. TERMS OF AGREEMENT: Terms of this License Agreement are incorporated fully and attached as **Exhibits A – C**.
- 7. LIMITATION OF LIABILITY: Property Manager is acting as the representative of the homeowner. Property Manager and Homeowner are not responsible or liable in any manner for personal injury to any person or for loss or damage to any persons real or personal Property resulting from any act or omission not caused by Property Manager’s negligence, including but not limited to injuries or damages caused by other property managers, their associates, inspectors, appraisers, and contractors that are authorized to access the Property; freezing water pipes; a dangerous condition on the Property; properties noncompliance with any law ordinance; or Homeowner, negligently or otherwise.

To the extent permitted by the Texas Constitution, laws, and rules, and without waiving any immunities or defenses available to Licensee as a governmental entity, Licensee agrees to protect, defend, indemnify, and hold Property Manager harmless from any damage, costs, attorneys fees, and expenses that are caused by Licensee, through Licensees negligence, fraud or intentional act; arise from Licensee failure to disclose any material or relevant information about the Property; or are caused by Licensee giving incorrect information to any person.

Property Manager/Owner is not responsible for any damages or personal injury on the Property and to the extent permitted by the Texas Constitution, laws, and rules, and without waiving any immunities or defenses available to Licensee as a governmental entity, Licensee agrees to indemnify Property Manager/Owner in any action related to the Property. Guests assume all responsibility while they are on Property. Property Manager is not responsible for damage to owners Property by Guests. Property Manager is not responsible for replacement or repairs for any damages to Property or contents. Property Manager not responsible for inventory of

contents or replacement of missing items on Property.

8. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any disputes related to this License Agreement that may arise between the parties.
9. ATTORNEYS FEES: Licensee shall reimburse Property Manager/Owner for its reasonable attorney fees if Property Manager/Owner is the prevailing party in a formal administrative or judicial action against Licensee to collect an invoice payment or interest that is due.
10. AGREEMENT OF PARTIES / ENTIRE AGREEMENT: this License Agreement is the entire agreement of the parties and may not be changed except by a writing signed by both parties.
11. BINDING EFFECT: Licensee obligation to pay Property Manager and compensation is binding upon Licensee and Licensees heirs, administrators, executors, successors, and permitted assignees.
12. JOINT AND SEVERABLE: all Licensees executing this License Agreement are jointly and severally liable for the performance of all its terms.
13. SEVERABLE CLAUSES: if the court finds any clause in this License Agreement invalid or unenforceable, the remainder of this License Agreement will not be affected and all other provisions of this License Agreement will remain valid and enforceable.
14. CONTROLLING LAW: This License Agreement shall be construed under the laws of the State of Texas. The parties agree that the proper venue is Tarrant County, Texas.
15. NOTICES: notices between the parties must be in writing and are effective when sent to the receiving party's address or email address specified in Section 1.
16. ADDITIONAL NOTICES: Fair housing laws require the Property to be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, or familial status. Local ordinances may provide for additional protected classes.
17. SOVEREIGN IMMUNITY. THIS LICENSE AGREEMENT IS EXPRESSLY MADE SUBJECT TO LICENSEE'S SOVEREIGN IMMUNITY, TITLE 5 OF THE TEXAS CIVIL PRACTICES AND REMEDIES CODE, AND ALL APPLICABLE FEDERAL AND STATE LAWS. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS LICENSE AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THE LICENSEE HAS BY OPERATION OF LAW. NOTHING IN THIS LICENSE AGREEMENT IS INTENDED TO BENEFIT ANY THIRD PARTY BENEFICIARY.
18. TEXAS GOVERNMENT CODE CHAPTER 552 ("TEXAS PUBLIC INFORMATION ACT" OR "TPIA"). The Licensee advises Property Manager that the Licensee is a governmental body under Chapter 552 of the Texas Government Code and that certain information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Texas Public Information Act ("TPIA") request. Property Manager's trade secrets, certain financial information, and proprietary information may be subject to an exception to disclosure under Chapter 552 of the Texas Government Code, Subchapter C. If a TPIA request is made on the Licensee to disclose Property Manager information that may be subject to an exception from disclosure, Licensee will (i) promptly notify Property Manager of such request for disclosure, and (ii) decline to release License Agreement such information and file a written request with the Texas Attorney General's office seeking a determination as to whether such information may be withheld.
19. COMPLIANCE WITH LAW. In providing the services required by this License Agreement, Property Manager must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Property Manager shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.
20. FORM 1295 CERTIFICATE OF INTERESTED PARTIES. Property Manager acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the Form 1295 electronically filed with the Texas Ethics Commission, at <https://www.ethics.state.tx.us/filinginfo/1295/>, as required by law, and that the attached signed copy is a full and true copy of said filed form.

For the purposes of this License Agreement and Exhibits, Licensee and Guest shall be used interchangeably.

Property Manager/Owner cannot give legal advice. READ THIS LICENSE AGREEMENT CAREFULLY. If you do not understand the effect of this License Agreement, consult an attorney BEFORE signing.

The following Exhibits are hereby incorporated into this License Agreement:

- Exhibit A:** Rules of the Agreement
- Exhibit B:** Notice Addendum
- Exhibit C:** Pet Agreement (if applicable)

**PROPERTY MANAGER/OWNER:**  
**VacationCake Rentals LLC**

**LICENSEE:**  
**Tarrant County**

By:  \_\_\_\_\_

By: \_\_\_\_\_

Name: Jay Reynolds

Name: Tim O'Hare

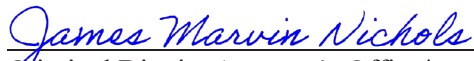
Title: Owner

Title: County Judge

Date: 9/5/24

Date: \_\_\_\_\_

APPROVED AS TO FORM:

  
Criminal District Attorney's Office\*

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_

\_\_\_\_\_  
Tarrant County Auditor

## Exhibit A

### Rules of the Agreement

1. The Property Manager/Owner has the right to inspect the premises without prior notice at any time to enforce the terms of this Licensee Agreement. Should the Licensee violate any of the terms of this Licensee Agreement, the license period shall be terminated immediately. The Licensee waives all rights to process if they fail to vacate the premises upon termination of the license period. The Licensee shall vacate the premises at the expiration time and date of this Licensee Agreement.
2. Emergency medical and police service can be called by dialing 911.
3. The Licensee shall maintain the premises in a good, clean, and ready to use condition, and use the premises only in a careful and lawful manner. The Licensee shall leave the premises in the same condition as provided at the expiration of the License Agreement, defined by the Property Manager as being immediately habitable by the next Licensee, save and except basic housekeeping such as dirty dishes, laundry, bedding and other general housekeeping. Licensee shall pay for maintenance and repairs should the premises be left in a lesser condition. The Licensee agrees that the Property Manager shall deduct costs of said services from the Security/Damage Deposit prior to refund if Licensee causes damage to the premises or its furnishings.
4. The Licensee shall dispose of all waste material generated during the license period in a lawful manner. Licensee/Guests are cautioned not to leave trash outside for long periods of time because it attracts animals.
5. The Licensee shall pay for any damage done to the premises over and above normal wear and tear.
6. No animals or pets of any kind will be brought onto the premises without prior written permission.
7. The Licensee shall not sublet the property.
8. The Licensee shall have no more than the agreed on amount of persons residing or sleeping on the premises.
9. The Licensee shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. The Licensee shall not create noise or disturbances likely to disturb or annoy the surrounding property owners. Creating a disturbance of the above nature shall be grounds for immediate termination of this Licensee Agreement and Licensee shall then immediately vacate the premises. Exterior quiet hours are from 10:30 PM to 7:00 AM. Which doesn't mean you can't be outside, it just means to be respectful of the neighbors.
10. There shall be no smoking inside the premises. Unless otherwise notified in writing, smoking is permitted outside the home with doors and windows completely shut. Cigarette butts must be picked up and disposed of properly prior to expiration time and date of this Licensee Agreement. All smoking rules include e-cigarettes.
11. Property Manager/Owner will provide towels, linens, toilet paper, hand soap, dish detergent, laundry soap, cups, knives, forks, spoons, dishes, and other items as commonly used by the Homeowner. Shampoos, conditioner, bath soap and other consumables will be provided as well by Property Manager/Owner. No reimbursement will be made for unused consumables left at the premises. If consumables exist at the premises when the Guest arrives the Guest is free to use them. Towels are not permitted to be taken from the house. Food in the refrigerator is available for use by the Guest, however, alcohol, wine, freezer items, pantry items, are not for the use of the Guest unless specifically indicated in writing by the Homeowner.
12. to the extent permitted by the Texas Constitution, laws, and rules, and without waiving any immunities or defenses available to Licensee as a governmental entity, the Licensee and Licensee' Guests shall hereby indemnify and hold harmless the Property Manager/Owner against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Licensee expressly recognize that any insurance for property damage or loss which the Property Manager/Owner may maintain on the property does not cover the personal property of Licensee, and that Licensee should purchase their own insurance for Licensee and Guests if such coverage is desired.
13. License Deposit amount is fully refundable per the terms stated in this Licensee Agreement.
14. Licensee expressly acknowledges and agrees that this Licensee Agreement is for transient occupancy of the Property, and that Licensee has no right, claim or intent to the Property as a residence or household.
15. We occasionally experience water, power and wastewater outages that are beyond our control. We report outages as each occurs. No refunds or compensation will be given for any outages. We recommend Licensee contract with a travel insurance carrier for coverage of events outside of homeowner's control.
16. There shall be no refunds of Use Fees due to shortened stays or ruined expectations because of weather conditions.
17. There shall be no refunds of Use Fees because of shortened stays or ruined expectations due to work, family or other emergencies or other commitments.
18. Only legally owned and permitted firearms shall be allowed on the premises according to State and local laws.
19. Guest agrees that Fireworks and other hazardous materials shall not be used in or around the property.
20. Guest shall use the property for legal purposes only and other use, such as but not limited to, illegal drug use, abuse of any person, harboring fugitives, etc.; shall cause termination of this Licensee Agreement with no refund of Use Fees or Deposits.
21. Guest agrees not to access the owners closet or any other areas marked private, even if unlocked, which contains the Homeowners property as well as cleaning supplies and chemicals that could be hazardous to children and adults.
22. Guest is advised that the property may contain a gas stove and cook top, gas heating, gas grill, and other gas-powered items and Guest will seek help from management if the proper operation of such items is not fully understood. If propane tanks are provided, Guests are free to use.
23. The property has a fire extinguisher. The fire extinguisher was fully charged at last inspection. It is the duty of the Guest to inform management immediately should the fire extinguisher become less than fully charged. Guest agrees to use the fire extinguisher only for true emergencies.

24. The property has fire alarms or smoke detectors installed and they are believed to function properly at the time of License Agreement. Guest will notify management without delay if a fire alarm or smoke detector chirps or has a low battery condition.
25. Guest shall see to their own security while in the property by locking doors, windows, garage doors, etc. when it is prudent to do so. Further, Guest agrees to lock all doors and windows when no Guests are on premises.
26. Valuable items left behind by Guest will be held for the Guest and every reasonable effort will be made to contact the Guest for return. Guests are responsible for any costs incurred due to the return of items. If items are not claimed for longer than 6 months they shall become the property of the Property Manager. Property Manager/Owner shall not be held liable for condition of said items.
27. High speed wireless internet is provided as a convenience only and is not integral to the Licensee Agreement. No refund of Use Fees shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences with regard to internet service.
28. No gatherings or parties are permitted on the property.
29. No commercial use of the Property without written Licensee Agreement, specific arrangements and proof of separate insurance.
30. Licensee and all Guests shall properly and immediately clean up spills on the property, furnishings or floors.
31. Licensee is responsible for reporting Anything broken, damaged, disabled or not working immediately to Property Manager/Owner. Do not wait until check-out to inform.
32. Licensee shall not use wash cloths or towels for makeup removal.
33. Licensee is responsible for any and all damages to landscaping or exterior premises that occur during contracted period or as caused by guests.
34. Licensee is responsible for any keys provided to property during stay. Guest shall return all keys to the lockbox or identified location. If Guest loses a key, then Licensee will be responsible for a \$250 charge to rekey all affected doors and to provide replacement keys.
35. Until Short Term Residential Guest License Agreement is signed by all parties, Use Fee is subject to change without notice.

## **EXHIBIT B**

### **Notice Addendum**

#### **INCORPORATION INTO AGREEMENT**

This Addendum is hereby incorporated into the original License Agreement, so that both documents shall be read together as one License Agreement. The parties intent to be bound is evidenced by their signature on this Addendum, and the Agreement and Addendum taken together constitute the complete agreement of the parties.

GUEST FAILURE TO CONTACT PROPERTY MANAGER/OWNER WITHIN SIX (6) HOURS OF THE CHECK IN TIME STATED UNDER SECTION 4 OF THIS LICENSE AGREEMENT, UNLESS OTHERWISE AGREED IN WRITING, THAT THE PROPERTY IS UNACCEPTABLE IS EXPRESS ACKNOWLEDGEMENT THAT THE PROPERTY IS ACCEPTED AS IS FOR THE FULL TERM.

#### **CONFLICT WITH OTHER PROVISIONS OF THE AGREEMENT**

In case of any conflict between the provisions of this Addendum and other sections of the License Agreement, the provisions of this Addendum shall prevail.

## EXHIBIT C

### Pet Agreement

A Licensee may only keep, invite or allow their pet(s) or their guest(s) pet(s) with express written consent as described herein.

- **NO PETS:** IF INITIALED HERE BY PARTIES, LICENSEE EXPRESSLY ACKNOWLEDGES THAT NO PETS OF ANY KIND MAY BE ALLOWED ON THE PREMISES AT ANY TIME.

#### Licensee:

- **PET AUTHORIZAION:** LICENSEE MAY KEEP ONLY THE APPROVED PET(S) AS EXPRESSLY ALLOWED BY THE PROPERTY MANAGER/OWNER. ANY VIOLATION WILL BE SUBJECT TO THE PENALTIES DESCRIBED HEREIN.
- **Pet Deposit:** Outlined in Agreement Fees section above.
- **Pet Rules:** Licensee must comply with the following Pet Rules:
  - Take all reasonable and necessary action to insure that any pet does not violate the rights of others, that every pet complies with the applicable statutes, ordinances, restrictions, rules of this agreement, HOA rules, and other enforceable and applicable regulations;
  - Maintain any pet that is a dog or cat, when outside, by fence or leash under Licensees control;
  - Confine any pet that is not a dog or cat in the appropriate enclosure;
  - Promptly and completely remove pet waste from the Property;
- **Licensee Disclosure and Liability:** Is Licensee aware of any of the pets described herein having ever bitten or injured another person OR having the predisposition or propensity to bite other people or animals?

#### LICENSEE IS LIABLE FOR ANY AND ALL ACTIONS OF THE PETS INCLUDING BUT NOT LIMITED TO:

1. DAMAGE TO THE PROPERTY, INCLUDING FURNITURE, FIXTURES, LANDSCAPING, OR OTHER ITEMS ON THE PROPERTY;
2. PERSONAL INJURIES TO ANY PERSON;
3. DAMAGE TO ANY PERSONS PROPERTY;

#### LICENSEE WILL PAY ANY AND ALL COSTS ASSOCIATED WITH ABOVE.

- **Default:** The breach of any provision herein constitutes a breach of the Agreement and may subject Licensee to all remedies of Property Manager/Owner.
- **Indemnification:** TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION, LAWS, AND RULES, AND WITHOUT WAIVING ANY IMMUNITIES OR DEFENSES AVAILABLE TO LICENSEE AS A GOVERNMENTAL ENTITY, LICENSEE WILL PROTECT, DEFEND, INDEMNIFY AND FOREVER HOLD HARMLESS PROPERTY MANAGER, HOMEOWNER, FROM ANY DAMAGE, COSTS, ATTORNEYS FEES, AND EXPENSES THAT ARE CAUSED BY THE ACT OF ANY PET OR LICENSEE.