

This Rental Agreement is made and effective **8/20/2019** between **FOX Corporate Housing, LLC** ("Owner") and

Guest Name: Delta Irby

### Lease Type: Fully-furnished with Housewares and Utilities

Regarding the property known as ("Rental Property") which is located at:

#### **Single Family Home**

1126 Edmund Ave Saint Paul, MN 55104

#### 1126 Edmund Avenue, Saint Paul, Minnesota 55104

# of Bedrooms:	3
# of Bathrooms:	2
Arrival Date:	8/24/2019
Departure Date:	11/21/2019
Daily Rate:	\$199.00
NR Admin Fee:	\$350.00
Check in Time:	4:00 PM
Check out Time:	12:00 PM

In consideration of the rent received and the mutual promises contained herein, **FOX Corporate Housing, LLC** does hereby lease and rent to Guest(s) such Rental Property under the following terms and conditions:

# 1) **Rental Rate:** The Rental rate includes: *Rent;Furniture Package;Housewares Package;Basic Cable Service;High-Speed Internet;Refrigerator;Washer Dryer Included in Home;Microwave;Electricity;Gas Service;42 inch TV.*

Rent is due and is payable for the first 30 days of occupancy once this lease is executed. Subsequent rental payments are due on the first of the month. After the 3rd day of the month, rent is considered late and a late fee of 5% of the balance is due plus a daily late fee after the 3rd \$10 per day. Any non-paid balance due and owing on the 15th of the month can be charged to Guest's credit card. Rental payments should be remitted to:

**FOX Corporate Housing, LLC, 21325 Eva Street, Montgomery, Texas 77356.** Any default of payment or litigation will be in Montgomery, Texas in Montgomery County, Texas and will automatically adhere to Texas property codes. Guest agrees to abide by all rules and regulations contained herein or posted on the premises related to the Rental Property. Guests 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 remainder of the premises that Guest uses. Guests agree not to use the premises for any commercial activities or purpose that violates any criminal law or governmental regulation. Guest's breach of any duty contained in this paragraph shall be considered material and shall result in the termination of guest occupancy with no refund of any kind. In no event shall the Rental Property be occupied by more persons than the capacity of the property as stated on the confirmation letter, without prior approval by FOX Corporate Housing, LLC. In no event shall Guests 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. Guests hereby acknowledge and grant specific permission to Owner to enter premises at any time for inspection purposes should FOX Corporate Housing, LLC reasonably believe that Guests are causing or have caused any damage to Rental Property. Guest further agrees to grant FOX Corporate Housing, LLC access to Rental Property for purposes of maintenance and repair.

- 2) Payment for first 30 days of rental is due upon execution of this lease. Subsequent rental payments are due by the first day of each consecutive month. Automatic credit card payments for the remaining rental payments will be scheduled by the FOX Corporate Housing, LLC to be made within 5-7 days prior to the first of the following month. The credit card of the first payment is used if a credit card was provided. If the automatic payment fails for any reason, it is the responsibility of the Guest 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, check or cash and whether made via website, by phone or in person. Any refunds due to Guests from a credit card payment will be refunded by credit card transaction; all other refunds will be made within 45 days by check.
- 3) Refundable Security Deposit: \$2,000.00 is required for the booking. If, at the end of the rental period, the rental property is returned undamaged beyond normal wear and tear, the Security Deposit will be released in full within forty-five (45) business days. In the event of any damages, Fox Corporate Housing LLC. will provide Guest with a full accounting of expenses incurred and deductions made from the Security Deposit. Should the damages exceed the amount of the Security Deposit, Guest agrees to pay the balance within five (5) business days after receiving notification. Deductions from Security Deposit may include, but are not limited to: excess cleaning fee, trash removal fee, missing item replacement costs, damaged item replacement or repair costs, repair costs of buildings or grounds, or other service call fees. Owner is under no obligation to use the least expensive means of restoration. Regular payments and security deposits for the booking will be displayed as FOX Corporate Housing, LLC on the Guest's credit card statement if paying by Credit Card. A credit card is required for incidental charges unless otherwise approved by FOX Corporate Housing, LLC
- 4) Pets: Guests must obtain permission from the FOX Corporate Housing, LLC to have pets on the Rental Property. If permission is not given by the FOX Corporate Housing, LLC any pet(s) found in or about the Rental Property will be grounds for expedited eviction and forfeiture of all monies paid. Pets are approved at this rental per the deposit and fee breakdown. The amounts below cover all pets.

#### Total Refundable Pet Deposit: Total Non-Refundable Pet Fee:

No refunds will be provided due to inoperable appliances, pools, hot tubs, elevators, etc. FOX Corporate Housing, LLC will make every reasonable effort to assure that such appliances will be and remain in good working order. No refunds will be given due to 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. For quick move ins that require a new set up of an apartment or home, some utilities such as cable, internet or gas may be delayed due to utility provider install times. Fox Corporate Housing LLC will notify the guest if such circumstances should arise. There will be no refunds or discounts for those delayed services. If housewares, linens or towels are supplied with Rental Property, Guest is responsible for lost or damaged items in the rental. In the event FOX Corporate Housing, LLC is unable to make Rental Property available for any reason other than described above or a reasonable substitute as determined by FOX Corporate Housing, LLC, Guest agrees that Fox Corporate Housing's sole liability as a result of this unavailability is to provide a full refund of all monies paid under this Agreement and Guest expressly acknowledges that in no event shall Owner be held liable for any special or consequential damages which result from this unavailability. Guest also agrees to indemnify FOX Corporate Housing, LLC from and against liability for injury to Guest or any other person occupying Rental Property resulting from any cause whatsoever including, but not limited to, injury sustained as a result of use of the furnishings, appliances, spa, hot tub, sauna, whirlpool tub, pool, exercise equipment, elevator, etc. except only such a personal injury caused by the gross negligence or intentional acts of the Owner. FOX Corporate Housing, LLC may terminate this Agreement upon the breach of any of the terms hereof by Guest. Guest shall not be entitled to the return of any rental monies paid under the terms of this Agreement and shall vacate the Property immediately.

**Initials** Notice to Vacate: A 60 day notice to vacate is required in writing 60 days prior to the lease end date. Email these to: ntv@foxcorphousing.com. Notices must be in writing and confirmed by a Fox Representative at Fox Corporate Housing LLC. The Rental Term will automatically renew month to month unless Guest provides written notice at least 60 days before the lease end date or actual move-out date. After the initial Rental Term End Date, Guest may incur additional month to month charges. Guest understands and agrees that Guest is liable for all rentals and fees for the full Rental Term and any holdovers or extensions.

#### **Special Provisions:**

#### Landlord has the right to show the home to prospective tenants with proper notice provided.

#### Non-smoking unit, failure to comply can result in a fine of \$1000.

Agreement shall be enforced under the laws of the state of Texas and the County of Montgomery where FOX Corporate Housing, LLC's Headquarters are located including any applicable rental acts of Montgomery, TX 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 Montgomery, Texas Montgomery County, Texas. 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. Owner shall conduct all brokerage activities in regard to this Agreement without respect to the race, color, religion, sex, national origin, handicap, or familial status of any Guest. The Rental Property may offer access to recreational and water activities, including but not limited to bicycles, and swimming. Guest fully understands and acknowledges that outdoor recreational and water activities have inherent



risks, dangers and hazards. Participation in such activities and/or use of equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability. Guest agrees to fully indemnify and hold harmless Fox Corporate Housing, LLC. and any and all agents, employees, or contractors for any injury or damage caused by these activities, whether caused by the negligence of the Owners, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes foreseeable or unforeseeable. Guest hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the Owners or by any other person. Guest hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify FOX Corporate Housing, LLC and any and all agents, employees, or contractors from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of Rental Property facilities, equipment, or activities. Guest further assumes full responsibility for the actions of any and all persons whom he may

allow to enter the property during the rental period and indemnifies Owner from any and all claims arising from such other persons.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, Guest has read and agreed to the following: I understand the rules and rental conditions upon which I am agreeing to rent accommodations, furnishings if applicable, and use of the property, pool and exercise facilities. I acknowledge and accept that the sole responsibility for safety lies with the participant. I hereby assume all legal responsibility for bodily injury to me or to any person on the property as a result of my visit and use, operation or possession of equipment hired or loaned to me. Acknowledging this, I accept complete responsibility for the minor children and myself in my charge and visit the property and equipment and engage in activities or events at my own risk.

I will abide by the rules and accept these rental conditions:

The property I rent will be returned in 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 agree to hold harmless and to indemnify the FOX Corporate Housing, LLC and its employees or officers against all loss, damage, expense and penalty on account of personal injury or property damage to the rental dwellers, the undersigned or to any minor child or children in the charge of the undersigned, howsoever rising, whether by act or acts or failure to act of the employees, owners of the said company or property owners or not. I acknowledge receipt of the property in good order and condition (if found otherwise per my arrival I will contact FOX Corporate Housing, LLC 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 FOX Corporate Housing, LLC at my own risk, acknowledging and assuming any and all responsibility for the minor children and myself in my charge.



The Parties below agree and confirm all terms and conditions of this rental agreement.

Guest Name: **Delta Irby** Signature: Date Signed: 8/23/2019 | 6:5395AMPC CD 1482...

FOX Corporate Housing Officer: **Tanya Leach** Title: **Managing Director** Signature: Date Signed: 8/23/2019 | 3:13 PM-2598 LD2493...

### Questions about this contract?

Call or Email Contracts Administrator below:

Contracts Administrator: Kathryn Gettys

FOX Corporate Housing 1-844-440-4329



#### **Certificate Of Completion**

Envelope Id: 498A3F68C7294A3EA18698903AB22B2A Subject: FOX Lease Agreement - Edmund Avenue Lease Source Envelope: Document Pages: 5 Signatures: 2 Certificate Pages: 2 Initials: 1 AutoNav: Enabled Envelopeld Stamping: Enabled Time Zone: (UTC-06:00) Central Time (US & Canada)

#### **Record Tracking**

Status: Original 8/20/2019 2:01:37 PM

Signer Events Delta Irby delta.irby@comcast.net Security Level: Email, Account Authentication (None)

#### Electronic Record and Signature Disclosure: Not Offered via DocuSign

Tanya Leach info@foxcorphousing.com Managing Director Fox Corporate Housing LLC Security Level: Email, Account Authentication (None)

#### Electronic Record and Signature Disclosure: Not Offered via DocuSign

- -

Holder: Tanya Leach info@foxcorphousing.com

#### Signature

DocuSigned by: DULTA 11164 205AD78CC920482...

Signature Adoption: Pre-selected Style Using IP Address: 174.219.15.166



Signature Adoption: Pre-selected Style Using IP Address: 73.183.155.180

Status: Completed

Envelope Originator: Tanya Leach 21325 Eva Street Suite 1 Montgomery, TX 77356 info@foxcorphousing.com IP Address: 75.108.122.46

Location: DocuSign

#### Timestamp

Sent: 8/20/2019 2:03:53 PM Resent: 8/22/2019 10:04:36 AM Resent: 8/22/2019 10:17:29 AM Resent: 8/22/2019 5:43:47 PM Viewed: 8/23/2019 6:57:24 AM Signed: 8/23/2019 6:59:05 AM

Sent: 8/23/2019 6:59:06 AM Viewed: 8/23/2019 3:13:43 PM Signed: 8/23/2019 3:13:51 PM

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent Certified Delivered	Hashed/Encrypted Security Checked	8/23/2019 6:59:06 AM 8/23/2019 3:13:43 PM

Envelope Summary Events	Status	Timestamps
Signing Complete Completed	Security Checked Security Checked	8/23/2019 3:13:51 PM 8/23/2019 3:13:51 PM
Payment Events	Status	Timestamps