



Patient's Full Name: _____ **/Eagle's Lift Ministries (ELM)**
Lease/Rental Agreement

Arrival Date: _____, 2016 Departure Date: _____, 2016

All Names: _____

Please attach a copy of your driver's license (scan or take a picture with your phone and email it)

Address: _____

Phone#: _____ Cell Phone's _____

DL#: _____ Email: _____

Vehicle #1: _____ Color: _____ Plate: _____

This Memorandum of Understanding (this "M O U") usage agreement is dated _____, 2016, by and between Steve and Lynn Parks ("Directors of ELM"), and Mr/s. _____ (hereby known as **Recipients/Guest**). The parties agree as follows:

PREMISES: Eagle's Lift Ministries; in consideration of this M O U provided to Recipient/s located at **4402 Dagg Rd GH#1, Houston, TX 77048** (hereby known as the "Premises" and address for mail if needed.)

Primary Term. *The M O U commencement date will begin on "Arrival Date" and end on "Departure Date" as stated above and will be reviewed to determine any Lease fee increase due to electrical high energy usage. We must receive cancelation notice in writing 96 hours (4 days) prior to Arrival Date or before for refund.*

LEASE FEE. Recipient shall pay Lynn Parks a **MONTHLY** Lease fee of **\$2,000.00**. This Lease fee **does** include WiFi, smart TV, HVAC, paid electric and water, linens and full working kitchen with washer and dryer. Other utilities (phone, cable, etc.), is not included. Lease fees shall be made to ELM, c/o Lynn Parks at **14939 Cullen Blvd., Houston, TX 77047**. Lease fee is due on or before the first day of arrival in cash, Money Order or Cashier Check. No personal checks will be accepted. **Requested extended stay date:** _____

Stay may be extended to: _____ for **\$2,000.00** a month, **\$600.00** a week or **\$100.00** a day (+ high energy usage fee if needed) payable in advance in cash.

Notice to Guests

The above listed patient is required, if needed, to have a full time (24 hour/7 days a week) care giver, staying with them during their stay at Eagles Lift Ministries. Eagle's Lift Ministries or anyone associated with Eagle's Lift Ministries does not provide any type of medical care nor are we any type of "care giver". Recipient/ Guest is responsible for providing themselves with a "care provider" or any type of "medical care" that they may need. We do not provide transportation. If patient is abandoned by caregiver, patient will be transported by ambulance at the expense of patient.

This property is privately owned. Guests accept privileges with the understanding that they do hereby release Lynn & Steve Parks, Eagles Lift Ministries, its officers, employees and volunteers of ALL liability for loss or damage to property and injury or death to their person arising out of their use of its facilities and agrees to indemnify the Lynn & Steve Parks, Eagles Lift Ministries, its officers, employees and volunteers, against claims resulting from loss of damage to property or injury or death to the person of any member of the family or guest of the registered guest arising out of the use of its facilities. Guest agree to hold harmless and indemnify Lynn & Steve Parks, Eagles Lift Ministries, its employees, invitees, and guests, from liability, claims and damages including attorney fees, for any illness, injury and/or death caused by or to my pet(s), unless resulting from willful misconduct. ***This is not a permanent residence and as such, the owner and management have the right to ask any guest to leave as they deem necessary.***

Signatures: _____ Date: _____



USE OF PREMISES: Recipient shall occupy and use the Premises as they so choose, within the limits of the laws for the State of Texas and guidelines of the Directors of ELM.

LEASE. Recipient shall pay ELM a monthly Lease fee of **2,000.00**. All rent must be paid timely and without demand, deductions or offset. There will be a \$10.00 fee per day for late Lease fee. A postmark date is not the date ELM received the payment. Payment must be made in hand by 1st day of each annual monthly due date. First month's Lease fee of **\$2,000.00**. A nonrefundable cleaning fee of **\$50.00** and \$50.00 security deposit will be due before move in date. If guest needs to extend for another month, a request notice will need to be submitted in writing at least 2 weeks in advance of expected vacate date (see pg. 1.) Director will inform you of decision after an inspection of the apartment has been made and if no previous reservation has been made. If approved you will receive notice in writing. Lease fees will need to be made on the first day of the month of preceding month.

1. If Lease fee is not made within ten (10) days of said due date, Recipient agrees to vacate the premises and yield up the premises forfeiting deposit, remove its personal property and peaceably return possession of premises in as good a condition as when delivered to Recipient.
2. If Recipient fails to timely pay any amounts due under this lease or if any check of recipient is not honored by the institution on which it was drawn, Landlord may require Recipient to pay such amount and any subsequent amount under this agreement in certified funds. This paragraph does not limit ELM from seeking other remedies under this lease for Recipient's failure to make timely payments with good funds.
3. Rent Increases: There will be no rent increases through the primary term. ELM may increase the Lease fee amount to be paid during any month-to-month renewal period by providing at least 4 days written notice to Recipient.
4. Application of funds: Regardless of any notation on a check/Lease fee, ELM may apply funds received from Recipient first to any non-payment obligations of Recipient, including but not limited to, late charges, fees, repairs, maintenance, utilities, and then to rent.
5. Security deposit: Recipient will pay a security deposit to Landlord in the amount of **\$50.00**
 - a) No interest will be paid on security deposit.
 - b) **Refund of security deposit:** Recipient must give ELM at least 30 days written notice of surrender before ELM is obligated to refund or account for the security deposit.

(1) Deductions will include but not limited to: damages to property, cleaning, deodorizing, exterminating, painting, replacement of damaged: mini blinds, broken light or fan fixtures, appliances. Late charges, unpaid fees or utilities, replacing keys, removal of unauthorized locks or fixtures installed by recipient, missing or burned out light bulbs, packing, removing and storing abandoned property or vehicles, cost of attorney's fees, cost of court, costs of service, and other reasonable costs incurred in any legal proceeding against recipient. Mailing cost associated with sending notices to Recipient for any violations of this lease, and any other unpaid charges or fees or other items for which Recipient is responsible under this lease.

(2) If deductions exceed the security deposit, Recipient agrees and will pay to ELM the excess within 10 days after ELM makes written demand.

Guidelines are as follows but not limited to:

No one is allowed in fenced areas with the farm animals or lake construction area.

Ladies and Guest of Eagles Lift Ministries,

We are on a septic system and I am sorry to say that the septic system cannot tolerate

Feminine hygiene product. Please do not dispose of them in the toilet. It will cause blockage, overflow and a very stinky environment. I must stress, please do not flush these products down the toilet.

Recipient is at own risk.

1. This is a NON SMOKING Facility: \$100 fine for smoking inside of structures.
2. \$25 fine for windows open while HVAC is running. This causes high utility cost as well as excessive wear and tear on HVAC unit. HVAC unit will be turned off and will not be allowed to be turned back on till fee is paid.



3. \$10 fine for lights being left on during the day while premises is vacant.
4. \$10 fine for water left running
5. If any damage, replacement or repair is needed, recipient will have up to three (3) working days of request to make repair, replacement or compensation. If repairs are not made by recipient, ELM will do repairs or replacement and will charge recipient. If payment is not received within 3 working days for request of payment, this MOU will be considered null and void. Recipient must vacate the premises/property and remove all personal belongings without refund. If any damage occurs to the premises/property, recipient is responsible for cost of repair or replacement. This also includes but not limited to paint damage, landscaping damage, broken pipes, missing furnishings, supplies, tools or materials that were provided by ELM

A. If damage occurs due to misuse to appliance used by recipient, recipient will be responsible for repairs to the broken appliance since most damage/breakdowns are due to improper use, overloading, or prolonged excessive use. This includes but not limited to; Washer, dryer, (Do not use washer and dryer for other things that they are not normally intended for. Washer and dryer are to be used only for washing and drying clothing and household linens. Do not overload these appliances as it will cause damage that recipient will be responsible for.), vacuum, refrigerator, dishwasher, microwave, stove, HVAC, small appliances, etc.

1. Refrigerator, dishwasher, microwave, stove, HVAC, small appliances, etc. in community kitchen.
2. No personal property should be left out in the yard or premises but neatly stored out of site. If barn stall is needed please contact Lynn Parks.
3. Trash must be stored properly and securely. If any litter is found it should be thrown away. Trash **must** be put out by Thursday night for trash pickup day **Friday morning at 7 a.m.**

B. Recipient is responsible for anyone (Guest) that comes onto the premises/property that is in association with recipient as well as any liability that incurs.

If there are any children on the premises/property they must be under the care and supervision of an adult at all times. Recipient will be responsible for children. **All children must be under the supervision of an adult at all times.**

Additional Fines or Expense Responsibilities:

1. If any damage is done to the premises/property by recipient or guest of recipient, recipient will be responsible for immediate compensation, replacement or repair.
2. All gates must be kept closed upon entry and departure by recipient and or guest. After 10:00 p.m. gates must be chained and hooked by lock for security purposes.

ELM RESPONSIBILITY:

1. ELM will do structure maintenance.
2. Yard maintenance will include but not limited to: Grass mowing; weed trimming by machine or hand pulling vegetation around house, trees, walkways and flower bed; trimming bushes and remove trimmings and weeds; clean entry areas, walkways, and patio areas.
3. Clean gutters, rinse down house and clean entry doors once every 3 months. When needed: rake leaves and take them to designated areas; remove downed limbs and tie.

RECIPIENT RESPONSIBILITIES:

- a. Home must be kept clean and regular routine maintenance performed by Recipient.(see list below)
- b. Directors of ELM must be informed immediately of major malfunctions that could cause damage to the property.



- c. Replacement of miscellaneous items such as, including but not limited to, light bulbs, battery powered items.
 - d. Purchase and application of pest sprays when needed
 - e. Change air filters on HVAC unit and keeping them clean
2. Recipient shall not attach anything to structure inside or out. Nor shall anything belonging to ELM shall be removed from premises/property. Nor shall any changes be made to premises without written permission (not verbal) request made and written acceptance given. Recipients may not change locks or doorknobs without written request and signed authorization.

We require a credit card on file for any charges or purchases incurred during stay. If you are staying with us monthly please check your preference below.

Auto bill my credit card Call before billing my credit card Do not use my credit card

OCCUPANTS. No more than **2** adult and **0** may reside on the Premises unless the prior written consent of the Directors of ELM is obtained. Overnight guest must be approved prior to their arrival and may not exceed their stay over 7 calendar days. Name of requested guest: _____ Approved: ---

PROHIBITIONS: Occupants/Recipients or guest may not park any vehicles on grass or block driveways. Vehicles may park only in designated areas. There will be a \$10 fine for each parking violation. Recipients may not permit any part of the property to be used for (1) any activity which is a nuisance, offensive, noisy, or dangerous; (2) Usage of any structures for storage without a written request and signed authorization by director of ELM; (3) Leaving sports equipment and other items in front yard or in front or side of house; (4) any illegal or unlawful activity; or (5) activity that obstructs, interferes with, or infringes on the right of other persons near or on the property; (6) usage of apartment/premises does not include surrounding property. You may not use surrounding property without written request and signed authorization. This includes but not limited to contents of trailers or vehicles emptied on property and left for a prolonged period of time.

PETS. Only **certified** service animals are allowed. A copy of proper documentation must be submitted. **No pets are allowed in the apartment.** If this guideline agreement is broken there will be a fine of \$1,000.00 for each violation. Recipient must be responsible for any damage caused to property and repair or replace the damaged property including but not limited to any scard wood surfaces. All repairs are to be completed within one week of discovery.

NON-SUFFICIENT FUNDS. Only cash, money order or cashier checks will be accepted for Lease fee. No personal checks will be accepted unless pre approval by Directors of ELM to Recipient is given. Recipient shall be charged \$35.00 for each check that is returned to Directors of ELM for lack of sufficient funds.

ACCESS BY DIRECTORS OF ELM TO PREMISES. Subject to Recipient's consent (which shall not be unreasonably withheld), Directors of ELM shall have the right to enter the Premises to make inspections, provide necessary services, or workers. However, Directors of ELM does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Directors of ELM may enter the Premises without Recipient's consent.

NOTICE. Notices under this M O U shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

DIRECTORS OF ELM:

_____ Date: 2016

Steve or Lynn Parks
14939 Cullen Blvd., Houston, TX 77047
Cell: 281-750-2996



RECIPIENT: _____ **Date:** _____

Paid: _____, 2016 Lease fee: \$ 2,000.00

Cleaning Fee: \$ 50.00

Deposit: \$ 50.00

Total Paid: \$ 000.00

Balance Due: \$ 2,100.00 Before move in date.

EAGLES LIFT MINISTRIES Guidelines – (Cleaning to be completed upon departure)

NO SMOKING OF ANYKIND IS ALLOWED IN ANY Facility

NO ANIMALS OF ANYKIND ARE ALLOWED IN ANY Facility

DAILY

Kitchen

1. Wipe down stove-top after cooking
2. Wash dishes after eating and put away
3. Wipe down microwave (cover food when cooking)
4. Wipe down counters and table

Bathroom

1. Please keep all towels and cloths hung. Please do not use bathroom linens for cleaning. Only use tattered cleaning clothes located under the sink. (If you do not find them there please call me and I will gladly bring some to you. Thank You)
 2. Rinse tub after each use
- Sweep all floors

WEEKLY

1. Clean out fridge (Remove old food and feed to pig, wipe down shelves)
2. Take out trash when full, keep can lined (plastic grocery bag will do)
3. Put trash out by Thursday night for Friday pickup, -NO overflowing trash cans
4. Dust all surfaces including window seals and mini-blinds
5. Mop floors at least weekly
6. Clean toilet bowl, toilet seat, under toilet seat, toilet bowl and bathroom sink

MONTHLY

1. Dust light fixtures and fan filter covers
2. Clean windows and mirrors with Cleaner

BEDROOM

At the end of your stay, please remove all bedding and place them on the floor beside the door so I can wash bed linens.

Thank you.

Please do not remove anything that does not belong to you from the premises. This includes dishes or glasses or flatware to take to the hospital. Any damaged or missing items will be your responsibility to replace. Most of the kitchen and bathroom items comes from Target or Walmart.

NO OVERNIGHT GUEST ARE NOT ALLOWED UNLESS WRITTEN REQUEST AND APPROVED 24 HOURS IN ADVANCE BY LYNN PARKS. No verbal request will be considered. If children are allowed on property they are to be chaperoned at all times. No running or jumping or loud noises are allowed in the apartments. We want to be respectful of other patients that are in need of rest and relaxation. No screaming will be allowed outside. All children are to be monitored inside or outside of the apartment at all times. Violation of these guidelines will result in eviction and there will be no refunds.

Gate combination lock is: **4404** **Wi-Fi: GRACEHOUSE**

Return the empty carton of eggs and we will give you a full carton of eggs from our free range chickens. ☺

Please return these documents with proper initials on each page and signatures where needed along with a copy of your driver's license and front and back copy of credit card you choose to have on file with us.

5 | Date :

Recipient Initials:

ELM Representative Initials: