

**LEASE, RELEASE AND INDEMNITY AGREEMENT**

This Lease, Release and Indemnity Agreement is entered into on \_\_\_\_\_ by and between Allan Maniha, Owner, whose address is 820 Fisher St. Houston TX 77018 and \_\_\_\_\_, Tenant(s), whose address is \_\_\_\_\_.

Owners, for and in consideration of payment in the sum of \$ \_\_\_\_\_, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the agreements of Tenant herein contained, do hereby grant, lease and let unto Tenant that certain existing residence/beach house located at 1169 Stingaree, Crystal Beach, Texas 77650, "Spec Fish" (the "Premises"), for the \_\_\_\_\_ (dates).

Tenant accepts the Premises in its "as is, where is" condition and Owners have made no implied warranties as to the condition of the Premises. Tenant agrees to surrender the Premises at the end of the term of this lease in the same condition as of the date of possession. Tenant shall not sublet, assign or change tenants without the prior consent of Owners, and Owners shall not be obligated to grant such consent.

Owners shall not be liable to Tenant, Tenant's guests or other occupants or persons on the Premises for personal injury, property damage or other losses to such persons or their property caused by others persons, theft, burglary, assault, other crimes, fire, water, wind, rain, smoke or any other causes. Tenant agrees to indemnify and hold Owners free and harmless from any and all liability for injury to or death of any person, or for damage to property arising from the use and occupancy of the Premises by Tenant or from the act or omission of any person, including Tenant, in or about the Premises with the express or implied consent of Tenant.

If any provision of this agreement, or application thereof, shall be held to be invalid, the invalidity shall not affect the other provisions, or application thereof, of the agreement which can be given effect without the invalid provisions or applications; and to this end the provisions of this agreement are declared to be severable. This written agreement contains the entire agreement of the parties. No oral agreements or representations have been made. This agreement may be modified only in writing signed by all parties.

Should it become necessary for any party hereto to file legal action to enforce or interpret any term or terms of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

WITNESS THE EXECUTION HEREOF effective as of the date first above set forth.

**Owners:** \_\_\_\_\_  
ALLAN MANIHA

**Tenant:** \_\_\_\_\_  
\_\_\_\_\_