

LUBBOCK COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1

SHORT-TERM RENTAL ADDENDUM TO GROUND LEASE AGREEMENT

This Short-Term Rental Addendum to Ground Lease Agreement (“Addendum”) is hereby made a part of the existing Ground Lease Agreement between LUBBOCK COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 (“District”) and _____ (“Tenant”) related to SITE NO. _____ (“Premises”) dated _____, _____ (“Ground Lease Agreement”).

AGREEMENT

1. The Ground Lease Agreement prohibits subleasing of the Premises for use as a private residence without District approval and further prohibits the conduct of any commercial, business, or industrial activity on the Premises. This addendum shall allow the Premises to be sublet for less than 12 consecutive months to such sub-tenants and upon such frequency as desired by Tenant. Provided, however, that no tenant shall be permitted to enter into a short-term rental agreement with any subtenant until Tenant has owned the improvements at the Premises for at least 1 year.
2. In connection with this Agreement, Tenant agrees and shall assume full responsibility for the conduct of Tenant’s subtenants while they are occupying the Premises and any subtenants shall observe the rules and regulations of the District while on the Premises and while using the facilities of the District. To confirm the subtenant is compliant with the rules of the District, Tenant must provide all subtenants with the District Rules, in writing, by either electronic or paper copy, which are published at www.buffalospringslake.net. In addition, any advertising for the subleasing of the Premises must set forth that the subtenant will be required to pay all applicable gate fees and comply with the District Rules.
3. Subtenants are responsible for all gate admission fees each day. Tenant shall not provide any permits, codes, or passes to subtenants which would allow the subtenant to bypass the gate admission fee.
4. Tenant hereby agrees that Tenant and its subtenants’ occupancy of the Premises and use of the grounds and facilities of the District shall be at Tenant and subtenants’ own risk, and Tenant for itself and its subtenants does hereby waive any and all claims for damages, either to Tenant and subtenants’ person, family, or property, arising or growing out of any occurrence, omission or circumstance transpiring on the Premises, or elsewhere on the District’s ground. **Tenant shall indemnify and hold the District harmless against any claim or demand of any member of the Tenant’s family, and Tenant’s guests, subtenants, licensees, and invitees, arising or growing out of any such occurrence, omission or circumstance.**
5. Every short-term rental agreement must be in writing and shall advise and include the following restrictions:
 - a. The total number of occupants of the short-term rental cannot exceed two times the number of bedrooms.
 - b. No more than 10 adults can be present at the Premises after 10:00 p.m. daily, unless such people are subtenants in compliance with 5(a).
 - c. All short-term rentals must be facilitated through a vacation rental group that has a presence in multiple municipal locations in at least the state of Texas.
 - d. All subtenants must provide his/her name, address and telephone number to the Tenant which shall be reported to the District in the Monthly report required under this Addendum.
6. The laws of the State of Texas govern the interpretation, validity, performance and enforcement of this Addendum.
7. This Addendum is subject to future modification, cancellation or limitation at the sole discretion of the District and is not to be construed as a property right of the Tenant. In the event of modification, cancellation or limitation of this Addendum, Tenant shall have 30 days to cease any action not allowed by Tenant’s Ground Lease Agreement.

8. A violation of any rules and regulations of the District by a subtenant of Tenant shall be imputed to Tenant. Tenant agrees that any such violation is grounds for the District to take remedial action for any such violation against Tenant as though the Tenant committed the same conduct.

9. The Tenant shall pay an Annual Fee set forth in the schedule below for the corresponding square footage of all livable space of the Premises prior to listing the property for use as a short-term rental.

Square Footage	Annual Fee
0-500	\$300
501-999	\$600
1000-1499	\$900
1500-1999	\$1200
2000 +	\$1500

Failure to execute this Agreement prior to use as a short-term rental is violation of the Tenant's Ground Lease Agreement and shall be grounds for termination. Failure to pay the corresponding fee shall result in a default under this Addendum and shall also be a default under Tenant's Ground Lease. During 2024 only, the fee shall be 50% of the applicable amounts set forth above.

10. In the event there are any reported disturbances where any employee or officer of the District receives a complaint related to use by the Tenant on more than 2 occasions during any calendar year, this Addendum shall immediately terminate.

11. On or before the last day of every month, Tenant must confirm compliance with this Addendum and the terms and incorporations contained herein by providing a monthly report to the District which details the name, address, telephone number, number of days of occupancy by a subtenant, and any known violations of District Rules on a form provided by the District. Such form is due even if Tenant does not sublease the premises. The reporting requirement can be met by providing a similar report from a vacation rental group which is substantially similar to the information required in this Addendum.

Executed this the _____ day of _____, 20____.

TENANT:

LUBBOCK COUNTY WATER
CONTROL AND IMPROVEMENT
DISTRICT NO. 1

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on this ____ day of _____ 2024__, by

_____.

NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

