

## Rental Agreement

691 Copano Ridge Road, Rockport, TX 78382

You must be 21 years of age or older to reserve and book a vacation property. This Rental Agreement is a legally binding agreement between the Guests and the Owners. By making a reservation with us, you are agreeing to the terms and conditions as stated below.

RESERVATION REQUIREMENTS - A payment by cash or check of 50% of the total rental fee is required when booking a reservation. You will receive an email confirmation of the payment and details of the reservation. The remaining balance plus cleaning fee is due no less than 30 days prior to your check-in date. Reservations placed within 30 days of check-in date will require payment in full at the time of booking the reservation. Payment must be received no later than 5 days after booking your reservation or the reservation will be cancelled. Please reference reservation dates when sending checks.

**CLEANING FEE** - there is a mandatory one-time cleaning fee of **\$100** for each stay. Cleaning fee covers general cleaning such as linens, towels, baths and floor sweeping. It does not cover dish or kitchen cleaning or excessively dirty floors or rooms. Guests are required to clean dishes and kitchen area including coffee pot and keep floors and rooms reasonably clean. All trash must be bagged (bags are provided) and all trash placed in the outside roll away trash bins. Excessively dirty rooms, baths, floors, yard etc. could result in an additional cleaning fee or loss of security deposit.

**MAXIMUM OCCUPANCY** is 8(eight)- The maximum number of people allowed in the home is **8 (eight)**. Your reservation must state how many adults and children are in your group. Please make sure this is accurate. The occupancy limit is strictly enforced. Any child Five years old and above is considered an occupant & must be included in the occupancy total. EXCEEDING THE MAXIMUM OCCUPANCY LIMIT OF 8 (EIGHT) WILL BE CONSIDERED A BREACH OF CONTRACT AND WILL RESULT IN IMMEDIATE EVICTION, LOSS OF YOUR SECURITY DEPOSIT, AND NO REFUNDS OR REBATES.

**VISITORS AND PARTIES** - Renters are not allowed to invite guests to the rental home for parties, barbeques, weddings, or for use of the facilities if it is going to put you over the maximum occupancy limit of 8. The house and its amenities are strictly for the use of the renters. If you want to have a gathering with people other than those in your rental group you will need to make arrangements to do so at a public place or meeting facility. Violating this policy can result in loss of your security deposit and eviction from the property with no refund or rebate of the rental fee.

**CANCELLATION POLICY** - Cancellations must be submitted in writing and confirmed no less than 30 days prior to the original check-in date in order to receive a refund. All cancellations are subject to a 10% service charge. No refunds are given for cancellations, changes, or rescheduling done less than 30 days prior to your arrival date.

**RESCHEDULING AND CHANGES** - You may reschedule or change your reservation up to one time after your original reservation. All rescheduling must be done 30 days or more before your arrival date. No refunds or rebates will be offered for guest's inability to arrive on scheduled date or who have to depart early for any reason.

**SECURITY DEPOSIT** - reservations may require a security deposit at the owners discretion. The security deposit may be paid by check and must be received 14 days before your arrival date. Security deposits will be returned within 7 days of your departure after inspection of the property. Fees for damages, breach of contract, or extra cleaning required will be deducted from your security deposit.

**SECURITY DEPOSIT AMOUNT:** \$250

HURRICANE POLICY - There are no refunds due to inclement weather including hurricanes. If there is a mandatory evacuation of Aransas County for the date of your stay, we will refund you for the dates of the evacuation only. In lieu of a refund you may choose to re-book alternate dates but only to the extent of lost days due to mandatory evacuation.

PET POLICY – We do not allow pets in the home. **BRINGING A PET INTO THE HOME WILL RESULT IN IMMEDIATE EVICTION, LOSS OF SECURITY DEPOSIT, AND NO REFUND OR REBATES WILL BE PAID.**

DAMAGE AND MAINTENANCE: Guests agree to take responsibility for treating the home with care. Do not remove furnishings or kitchen items and do not move furniture around. Guests agree to properly use and operate all furnishings, appliances, home entertainment items, BBQs, etc. during stay. Guests will be charged for any damage or destruction of property caused by the guest. Please report any maintenance problems - you will not be charged for routine maintenance and normal wear and tear. Certain areas are locked for the owner's personal storage and guests may not access these areas.

CABLE/SATELLITE TV /DVD Players– The home is equipped with Direct TV satellite service and we will make every effort to make sure that all TV's have service however occasionally there are interruptions in satellite service due to unforeseen circumstances and weather related disruptions. We do not guarantee the availability of satellite service and no refunds or rebates will be offered if cable service is unavailable for any reason beyond our control.

CONDUCT – Occupancy and use of premises should not disturb or offend our neighbors by means of parties, excessive noise, obnoxious behavior, excessive speeding through neighborhoods, discharge of fireworks, or any other noise-inducing mechanisms. Please respect our neighbors' privacy and enjoyment of their home. We reserve the right to terminate this Agreement and evict Guests who engage in offensive or unlawful behaviors.

BARBEQUE GRILL, GAS GRILL, FRYER – guests assume ALL risk of use of the Barbeque, Gas Grill and Propane Fryer, you are responsible for the proper use and cleaning after use. We have provided propane tanks for both the Gas Grill and Fish Fryer and utilize a Honor system to pay for the propane, when you use either the Gas Grill or Fish Fryer you are required to deposit \$4 for each use into the Propane fund envelope in the laundry room. When the propane tank needs to be refilled you simply remove enough money to fill the tank and return all change and receipt to the envelope. All ashes should be placed in the ash bucket (after cooling), do not place ashes in the trash can as this can cause a fire even if you think they are out. Grills and Fryer must be attended at all times. Guests are responsible for damage or loss to this equipment.

FISH FRYING – all fish frying must be done outside. **DO NOT POUR OIL OR GREASE INTO ANY SINK OR IN THE YARD.** All oil or grease must be properly disposed in appropriate containers. Fish storage or bait storage must be in the downstairs refrigerator only. Fish and bait storage is not allowed in the upstairs refrigerator.

FISH LIGHTS - the fish lights are provided as a courtesy. We will make every effort to have them in working order for your visit. However on occasion they may fail or be in non-working order. We will not offer a refund or rebate in the event the fish lights are not working for your visit.

KAYAKS – Two kayaks are provided for guest use. PFD's are also provided. Guests assume all risk whatsoever when using the Kayaks. After use the Kayaks and PFD's should be rinsed and returned to the racks in the garage. Guests are responsible for all damage or loss of this equipment.

CHECK-IN TIME IS 3:00 PM - Early check-in may be available, but this is not guaranteed. If you are interested in an early check in, contact us the day before your arrive. There is no early check in available if other guests are checking

out the same morning. On those days we will make every effort to make sure the home is ready by 3:00, but sometimes cleaning takes longer than expected which could cause delays in check in. Please allow the cleaning crew time to finish their job before you enter the house.

CHECK-OUT TIME IS 11:00 AM - If you desire a late check-out please confirm availability with Ronald before you arrive. If a new guest is expected to check-in the same afternoon then no late check-out is allowed.

LOST KEYS - There is a \$10 fee for all lost keys.

ITEMS LEFT BEHIND – We are not responsible for any items Guests leave behind. We will collect all items we find that are left behind and upon request, we will return these items for a \$25 handling fee plus shipping costs. All unclaimed items will be donated to a charity of our choice.

NO SMOKING – No smoking inside the home - NO EXCEPTIONS - If you smoke, please do so outside, away from the house and properly dispose of your cigarette butts.

ELEVATOR USE - The elevator is provided for our disabled guests only. If not disabled, please use the stairs. The doors to the elevator are to remain locked at all times except when in use by our disabled guests. When disabled guests are occupants they may use the elevator to gain access to the upstairs area. THERE IS A STRICT LIMIT OF TWO (2) ADULTS AT ONE TIME. Do not overload the elevator. **UNDER NO CIRCUMSTANCES ARE CHILDREN ALLOWED ON THE ELEVATOR UNACCOMPANIED.** The owners are not responsible for any injury or loss of any kind related to use of the elevator. The guests assume all risk or liability when using the elevator. While we will try to always make the elevator available to our disabled guests, we do not guarantee the elevator will be in working condition for your visit. No refund or rebate will be offered or paid in the event the elevator is in non-working order for any or all of your visit.

OUTSIDE PREMISES - all trash must be placed in provided trash bins. Do not allow trash to scatter in the yard, bay or neighbor's yard. Please keep trash secured in bags or cans. Prior to leaving all trash must be placed in the large blue roll away trash bins at the front of the house.

RELEASE OF LIABILITY - All guests agree to save and hold harmless the property homeowners, our contractors, agents and employees for any injury, loss, liability, damage, or cost that may incur during occupancy on or around the property including the piers, boat docks, bulkheads, and decks. ALL GUESTS AGREE THAT ALL CHILDREN MUST BE ACCOMPANIED BY AN ADULT ON THE DOCKS, PIERS, BULK HEADS, OR ANYWHERE ON OR NEAR THE WATER AT ALL TIMES. ALSO AGREE THAT CHILDREN WILL NOT BE ALLOWED ON THE ELEVATOR UNLESS ACCOMPANIED BY AN ADULT. Guests assume the risk of injury or other losses relating to any recreational activities, use of the elevator or any event as a result of occupancy of the home and will hold the home owners, contractors, agents and employees harmless with respect to any injury, loss, liability, damage or cost.