

123 E. Bahama

Terms & Conditions

Terms & Conditions of Vacation Rental

In consideration of the monies received and the mutual promises contained herein, the Manager (Manager) of the subject property hereby agrees to give a license to use the Property to the undersigned, (herein referred to as Guest), on the property and dates described on the reservation form and in the confirmation e-mail, under the conditions stated herein.

Advance Payment: Guest agrees to pay Manager an Advance Payment in the amount specified on the reservation form and in confirmation e-mail. Advance payment is used to secure the property for advance reservations and is due at the time the reservation is made.

Final Payment: Guest agrees to pay Manager the final payment on the date due and in the amount specified on the reservation form and in confirmation e-mail.

Cancellation Policy: A 5% cancellation fee will be applied to all reservations. For cancellations received within 60 days of arrival or after arrival date, all payments will be retained.

Security Deposit: Guest agrees to pay Manager a security deposit in the amount specified on the reservation form and in the confirmation e-mail. Guest agrees to pay Manager the amount of actual damages to the Property arising from use of the Property, as well as for missing items, excessive clean-up and, if necessary, the cost incurred in removing Guest from the Property.

Check in: Check in begins between 3:00 PM and 5:00 PM on the Arrival Date specified on reservation form and in confirmation e-mail. Check-ins after 5:00 PM will incur a \$30 late check-in fee which will be deducted from the security deposit unless prior payment arrangements have been made.

Checkout time: Checkout is NO LATER than 10:00 AM on the Departure Date specified on reservation form and in the confirmation e-mail.

Smoke Detectors: Guests are required to reset all smoke detectors upon check in and promptly report inoperative smoke detector(s) to Manager.

Property Inspections: All problems, including inadequate cleaning and damage, must be reported in writing to Manager within 24 hours of check in for prior guest to be held responsible. Manager reserves the right to enter premises at any time for the purpose of effecting necessary inspections, repairs or maintenance.

Notification: It is Guest's sole responsibility to inspect the Property upon arrival. In addition to inspecting the smoke detectors, Guest agrees to inspect the entire Property to ensure that it is free of hazards and properly equipped. Properties are not equipped for the elderly or handicapped. Guest assumes the entire risk of injuries arising from use of the Property. Guest will ensure that the Property has a secure shower or bathtub mat, and that the Guest takes reasonable measures to prevent slips in the bathroom, on staircases, steps, on balconies and throughout the Property. Guest agrees to take a higher degree of care in the use of the Property because of the age of the structures on the Property.

Occupancy: The maximum number of occupants allowed in the Property is specified in the reservation. Overcrowding or misrepresentation is grounds for immediate revocation of the license to the Property and removal of Guest without refund. The Guest is the person who will occupy the Property. Parents may not book Properties for their children. The Guest must be present at the Property for the time of the reservation and take full responsibility for the Property. Small children are the responsibility of the Guest. Children should not roam free on balconies, climb on furniture, hang out of windows, or engage in other unsupervised activities. Use is at your own risk. Guest takes full responsibility for all lost or broken items and any damages to the Property of any kind.

Restrictions on Property Use: Guests are prohibited from engaging in any unlawful activity or any other activity that constitutes a nuisance. Violation of this provision will result in immediate eviction without refund, and Guest will be held liable for any damages to the Property, contents and grounds.

Pets: No Pets are allowed on the property at any time. Violation of the "No Pets" stipulation is grounds for immediate removal without refund.

Smoking Prohibited: All properties are nonsmoking properties and any form of smoking is prohibited inside the properties.

Personal Property Loss: Manager is not responsible for any loss or damages whatsoever due to the loss, theft or damage to Guest's personal property or to personal property owned by Guest's visitors including any vehicles whether owned, leased or rented.

Returned Checks: Guest will pay a \$50.00 returned check fee on each check returned by Guest's bank.

Subletting and Assignment: Guest may not sublet, sublicense or otherwise grant any rights to the Property.

Property Use: The Property may not be used for any activity in violation of local, state or federal laws, or Texas Insurance rules and regulations.

Attorney's Fees: If Manager consults legal counsel or a professional collection service for collecting any amounts due to Manager under this Agreement, Guest shall be responsible for

all costs of litigation and/or collection in case of such, including actual attorney's fees.

Limitations on Rental: Manager will not be liable for circumstances beyond their control, including but not limited to appliances or air-conditioning/heating failure, other mechanical failure, unfavorable weather, disruption of utility services including cable television, etc. There will be no relocation, rental pro-ration or refund in the event of such circumstances. In the event Manager is unable to deliver the Property to Guest because of property sale, property Manager decision, fire, mandatory evacuation, eminent domain or Acts of Nature, or if the property is unavailable because of construction delays or lack of utilities, Guest agrees that Manager's sole liability, as a result of any of these conditions, will be a full refund of all payments tendered by Guest. Guest expressly acknowledges that in no event will Manager be held liable for any other condition out of the control of the Manager, or for any incidental or consequential damages, including but not limited to, expenses that result from moving or for any other losses.

Tenancy: The Guest acknowledges that this is NOT a tenancy for the Property. The Property is not rented for more than 30 days and is taxed and treated as a transient occupancy, akin to hotel accommodations. Property laws do not apply to the license granted herein, and the Guest may be removed as a trespasser immediately upon termination of this license. The Property is rented on regular short term periods and for a significantly higher rate than a non-vacation rental. Often a Guest is scheduled to begin a vacation in the Property on the same day as the checkout day of another prior Guest. If Guest stays even one additional day, Manager would face significant logistical problems with the next Guest, including possible liability. As such, Guest agrees to vacate immediately on the checkout day at 10:00 a.m. Failure to do so will entitle Manager, in addition to all other remedies available to it, to have Guest ejected by law enforcement as trespasser and to physically remove Guest and all of Guest's possessions from the Property (for which Guest hereby grants permission and consent) and obtain damages and injunctive relief against Guest.

Indemnification: Guest agrees to release Manager from and against all liability should anyone be injured upon the premises during the term of occupancy resulting from any cause whatsoever, except in the case of personal injury caused by willful gross negligence on the part of the Manager.

Effective Date: Notwithstanding any thing to the contrary, this Occupancy Agreement is binding and effective when no signature is required, and Guest's affirmative assent to the terms is expressed by Guest's reservation of the unit. If Guest desires to terminate this agreement due to lack of assent, he/she must do so within three days of the date the reservation was made.

Governing Law: The terms and conditions stated herein will be interpreted by and governed under the laws of the State of Texas and any action arising out of this agreement shall be litigated in the State of Texas.

Attorney's Fees: In the event of any action or proceeding commenced by any party, the prevailing party in such action or proceeding shall be entitled to recover from the other party

all cost and expenses thereof, including actual attorney's fees and cost.

Invalid Provisions: If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance hereof. Furthermore, in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as a part of the Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid or enforceable.

Entire Agreement: This Agreement sets forth the entire understanding of the parties and supersedes all prior agreements or understandings, whether written or oral, with respect to the subject matter hereof. No amendment or modification hereto shall be binding unless made in writing and signed by the parties hereto.

Waiver: The waiver by either party hereto of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of a subsequent breach of same provision by any party or of the breach of any other term or provisions of this Agreement.

Headings: Headings of the paragraphs herein are used solely for convenience and shall not be used for interpretation or construing any word, clause, paragraph or provision of this Agreement.

By checking the box marked "I accept rental terms and conditions" and submitting your reservation, Guest hereby agrees and accepts all the terms and conditions stated above.

Agreed and Accepted:

Guest