



## VACATION HOME RENTAL AGREEMENT

This Vacation Home Rental Agreement (“Agreement”) is entered into between the undersigned guest (“Guest”) and Manor Home Rentals, LLC (“Provider”), as the authorized agent for the owner of the vacation home located at 310 Ball Park Loop, Denison, Texas 75020, known as The Braun Manor (“Property”). This Agreement, together with the attached Order Form and, if applicable, the *Addendum to Vacation Home Rental Agreement Weddings and Events at The Braun Manor* (“Addendum”), constitutes the entire agreement between the parties and supersedes all prior understandings.

### ORDER FORM

#### Guest Information

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

#### Rental Details

Property Name: The Braun Manor

Check-In Date and Time: \_\_\_\_\_

Check-Out Date and Time: \_\_\_\_\_

Number of Guests: \_\_\_\_\_

Rental Type: ☐ Vacation Rental ☐ DIY Wedding or Event (Up to 30) ☐ Classic Affair (Up to 50) ☐ Wedding or Event (Up to 75) ☐ Event-Only Rental

Total Fees: \$\_\_\_\_\_

Pool/Pond Safety Acknowledgment: ☐ Guest acknowledges receipt of safety warnings for pool and pond.

### RESERVATION AND PAYMENT

1.1. Payment Obligations. Guest shall pay all rental fees, taxes, and additional fees as specified in the Order Form. Full payment is due at booking unless a payment plan is agreed upon in writing. Failure to pay by the due date may result in cancellation without refund, at Provider’s sole discretion.

1.2. Security Deposit and Damage Insurance.

1.2.1. Vacation Rentals. Guest shall provide a refundable security deposit of \$5,000 at booking, refundable within seven (7) business days after check-out, provided no Property damage occurs and all Agreement terms are met. Alternatively, Guest may purchase vacation rental damage insurance for \$119, covering damages up to \$5,000, subject to policy terms provided at booking (available at [insert link or contact for policy terms]). Guest is liable for damages exceeding insurance coverage.

1.2.2. Event Rentals (DIY Wedding or Event, Classic Affair, Wedding or Event, or Event-Only). Guest shall provide a refundable security deposit of \$500 and purchase damage insurance for \$119, covering damages up to \$5,000, subject to policy terms provided at booking (available at [insert link or contact for policy terms]). The security deposit is refundable within seven (7) business days after check-out (for packages with overnight stays) or event completion (Event-Only), provided no Property damage occurs and all Agreement and Addendum terms are met. Guest is liable for damages exceeding insurance coverage.

1.3. Non-Refundable Payments. Except as provided in Section 4, all payments are non-refundable. A \$50 fee will be charged for any returned payment.

1.4. Taxes and Fees. Guest is responsible for all applicable federal, state, and local taxes (including 7% lodging tax for event rentals) and fees as outlined in the Order Form.

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## PROPERTY USE

- 2.1. Permitted Use. The Property shall be used solely for residential vacation purposes unless an event is approved per the Addendum. No commercial, business, or unlawful activities are permitted.
- 2.2. Occupancy Limits. Maximum occupancy is as specified in the selected package (30 for DIY Wedding or Event, 50 for Classic Affair, 75 for Wedding or Event). Exceeding this limit incurs a \$500 penalty per unauthorized guest, reflecting estimated cleanup and administrative costs, and may result in immediate termination of this Agreement and forfeiture of all payments.
- 2.3. Pets. Up to three (3) pets are permitted with prior disclosure at booking and payment of a \$100 non-refundable fee per pet. Undisclosed pets incur a \$500 fee, reflecting estimated cleanup costs, and forfeiture of the security deposit.
- 2.4. Compliance with Laws and Rules. Guest and all occupants shall comply with all applicable federal, state, and local laws, ordinances, and Property-specific rules as outlined in the Welcome Book provided at check-in.
- 2.5. Events and Weddings. No weddings, receptions, or events are permitted unless Guest has obtained Provider's prior written approval and executed the Addendum. Unauthorized events result in immediate termination, forfeiture of all payments (including security deposit), and a \$2,500 penalty fee, reflecting estimated damages and lost bookings, plus indemnification for reputational harm and additional damages.
- 2.6. Alterations. Guest shall not make alterations or modifications to the Property without Provider's prior written consent. For event rentals, decoration rules in the Addendum supersede this section. Moving furnishings is prohibited without written consent; unauthorized relocation incurs a \$250 fee, reflecting estimated labor costs.

## CHECK-IN AND CHECK-OUT

- 3.1. Standard Times. Check-in is at 4:00 PM on the check-in date, and check-out is at 10:00 AM on the check-out date, as specified in the Order Form. For Event-Only Rentals, access is limited to a 12-hour period as specified in the Addendum and Order Form.
- 3.2. Early/Late Access. Early check-in or late check-out requires Provider's prior written approval and is subject to availability. Unauthorized late check-out or approved early/late access incurs a \$100 fee per hour or portion thereof.

## CANCELLATION AND RESCHEDULING

- 4.1. Guest Cancellation.
- (a) Vacation Rentals. Cancellations ninety (90) days or more prior to check-in are eligible for a full refund, less a \$100 administrative fee. Cancellations less than ninety (90) days prior to check-in are non-refundable.
- (b) Event Rentals (DIY Wedding or Event, Classic Affair, Wedding or Event, or Event-Only). Cancellations ninety (90) days or more prior to the event date or check-in are eligible for a 100% refund of the Event Fee and additional night/hour fees, excluding the \$119 insurance fee and 7% lodging tax. Cancellations less than ninety (90) days prior are non-refundable. The security deposit remains refundable per Section 1.2.2.
- (c) No refunds for no-shows or early departures.
- 4.2. Provider Cancellation. Provider may cancel if the Property becomes uninhabitable due to unforeseen circumstances (e.g., natural disasters). Provider will issue a full refund and assist with alternate accommodations but is not liable for additional costs.
- 4.3. Rescheduling. Rescheduling is subject to availability and Provider's written approval. Additional fees may apply.

## GUEST OBLIGATIONS AND PROPERTY MAINTENANCE

- 5.1. Property Condition. Guest shall maintain the Property in good condition and return it in the same condition as at check-in, reasonable wear and tear excepted.
- 5.2. Belongings. Guest shall remove all personal belongings and dispose of trash per Welcome Book instructions. Left-behind items are held for 30 days for pickup but not shipped.
- 5.3. Damages. Guest is liable for all damages caused by Guest, occupants, invitees, or pets. Damages exceeding the security deposit or insurance coverage shall be invoiced within fourteen (14) days of check-out and paid within ten (10) days.

## PROPERTY RULES

- 6.1. Smoking. Indoor smoking is prohibited; violations incur a \$500 cleaning fee, reflecting estimated cleanup costs. Outdoor smoking is permitted in designated areas with proper waste disposal.
- 6.2. Security. Guest shall lock all doors and windows when the Property is unoccupied.
- 6.3. Trash. Trash must be placed in designated containers per Welcome Book instructions.
- 6.4. Restricted Areas. Roof access is prohibited; violations incur a \$500 fee, reflecting estimated safety costs, and/or Agreement termination.
- 6.5. Furniture. Furniture shall not be moved without Provider's written approval; unauthorized relocation incurs a \$250 fee, reflecting estimated labor costs.
- 6.6. Swimming Pool. Throwing rocks or foreign objects into the pool is prohibited; violations incur a \$500 cleaning fee, reflecting estimated maintenance costs.
- 6.7. Hot Tub. The hot tub is not available for Guest use; unauthorized use incurs a \$500 fee, reflecting estimated maintenance costs, and forfeiture of the security deposit.
- 6.8. Glitter. Glitter use is prohibited indoors and outdoors; violations incur a \$500 cleaning fee, reflecting estimated cleanup costs.
- 6.9. Small Boat. The pond's small boat is for the owner's exclusive use; Guest use incurs a \$500 fee, reflecting estimated maintenance costs, and forfeiture of the security deposit.

## POOLS, PONDS, AND WATER FEATURES

- 7.1. Safety Risks. The Property includes an unfenced swimming pool and pond, posing inherent risks, especially to children and non-swimmers. The hot tub is not for Guest use. Guest must acknowledge these risks in writing on the Order Form at booking.
- 7.2. Assumption of Risk. Guest assumes full responsibility for all occupants and incidents involving the pool or pond.
- 7.3. Liability Waiver. To the fullest extent permitted by Texas law, Guest agrees that Provider, Manor Home Rentals, LLC, Stephen Squires, and Robin Squires shall not be liable for injuries, death, or damages arising from the pool, pond, hot tub, or other Property features, even if caused by Provider's negligence, provided Provider maintains the Property in compliance with applicable laws.
- 7.4. Pond Restrictions. Swimming in the pond is prohibited; violations incur a \$500 fee, reflecting estimated safety costs, and forfeiture of the security deposit. Fishing is permitted on a catch-and-release basis only; keeping or removing fish incurs a \$500 fee, reflecting estimated environmental costs, and forfeiture of the security deposit.

## TERM AND TERMINATION

- 8.1. Term. This Agreement begins on the check-in date and ends on the check-out date per the Order Form, except for Event-Only Rentals, which are limited to a 12-hour period per the Addendum.
- 8.2. Termination for Breach. Either party may terminate for a material breach, provided written notice is given and the breach remains uncured after 24 hours. Upon termination: (a) Guest shall vacate immediately; (b) all unpaid fees remain due; (c) Sections 5, 10, 11, 14, and 16 survive.
- 8.3. Immediate Termination. Provider may terminate immediately, without refund, for violations posing safety risks, causing significant damage, or hosting unauthorized events, as determined by Provider's reasonable discretion.

## OWNERSHIP

- 9.1. Property Rights. The Property remains the exclusive property of its legal owner. Guest shall not encumber, lien, or claim any interest in the Property.

## INDEMNIFICATION

- 10.1. Guest's Obligation. To the fullest extent permitted by Texas law, Guest shall indemnify, defend, and hold harmless Provider, Manor Home Rentals, LLC, Stephen Squires, Robin Squires, and their agents, employees, and affiliates from any claims, losses, liabilities, damages, costs, or expenses (including reasonable attorneys' fees) arising from: (a) Guest's use or misuse of the Property; (b) incidents involving the pool, pond, hot tub, or other features, even if caused by Provider's negligence, provided Provider complies with applicable laws; (c) Guest's failure to comply with this Agreement or applicable laws; (d) Property damage or injury (including

death) during the rental period; (e) actions or omissions by Guest, occupants, invitees, or pets; (f) hosting an unauthorized wedding or event, including reputational harm and lost bookings.

#### LIMITATION OF LIABILITY

11.1. Exclusion of Damages. To the fullest extent permitted by law, Provider, Manor Home Rentals, LLC, Stephen Squires, and Robin Squires shall not be liable for indirect, incidental, special, consequential, or punitive damages, even if advised of their possibility.

11.2. Liability Cap. The total liability of Provider, Manor Home Rentals, LLC, Stephen Squires, and Robin Squires shall not exceed the total fees paid by Guest under this Agreement.

#### LIMITED WARRANTY

12.1. Warranty. Provider warrants it has lawful authority to rent the Property. No other warranties, express or implied, are made.

12.2. Remedy. Guest's sole remedy for breach of warranty is a refund of total fees paid, with claims submitted in writing within thirty (30) days of check-out.

#### UNCONTROLLABLE EVENTS

13.1. Non-Refundable Events. No refunds or credits will be issued for disruptions caused by events beyond Provider's control, including power outages, floods, natural disasters, or mechanical issues.

13.2. Provider's Efforts. Provider will make reasonable efforts to remedy such issues and may, at its discretion, offer partial refunds or credits for significant disruptions.

#### GUEST REVIEW AND ISSUE RESOLUTION

14.1. Reporting Issues. Guest shall promptly report any Property issues to Provider via the Order Form's contact information.

14.2. Access for Repairs. Guest shall grant Provider reasonable access to the Property to address reported issues.

14.3. Dispute Resolution Encouragement. Guest agrees to contact Provider to resolve any issues before posting public reviews. Provider will make reasonable efforts to address reported issues promptly.

#### DISPUTE RESOLUTION

15.1. Mediation. Any disputes arising under this Agreement shall first be submitted to mediation in Grayson County, Texas, with costs shared equally by the parties.

15.2. Arbitration. If mediation fails, disputes shall be resolved by binding arbitration in Grayson County, Texas, under the rules of the American Arbitration Association, with each party bearing their own costs unless otherwise awarded by the arbitrator.

#### EVIDENCE OF VIOLATION

16.1. Documentation. Provider may use photographic, video, or other evidence to document unauthorized events or violations, admissible in mediation, arbitration, or legal proceedings.

16.2. Inspection Rights. Provider may inspect the Property during the rental period to ensure compliance, with Guest cooperation required.

#### GENERAL PROVISIONS

17.1. Independent Contractors. The parties are independent contractors. This Agreement does not create a partnership, agency, or employment relationship.

17.2. Entire Agreement. This Agreement, including the Order Form and any executed Addendum, constitutes the entire understanding. The Addendum governs event-related matters. Amendments must be in writing and signed by both parties.

17.3. Assignment. Guest may not assign this Agreement without Provider's consent. Provider may assign without Guest's consent.

17.4. Force Majeure. Neither party is liable for delays (except payment obligations) due to events beyond their control.

17.5. Governing Law and Venue. This Agreement is governed by Texas law. Disputes not resolved through mediation or arbitration shall be resolved in state or federal courts in Grayson County, Texas.

- 17.6. Severability. If any provision is invalid, the remaining provisions remain in effect.
- 17.7. Notices. Notices must be in writing and delivered via email, certified mail, or overnight courier.
- 17.8. Electronic Signatures. Electronic signatures have the same effect as original signatures.
- 17.9. Statutory Compliance. This Agreement complies with all applicable federal, state, and local laws.

By signing below, Guest acknowledges they have read, understood, and agree to be bound by this Agreement.

Guest Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Provider Signature: \_\_\_\_\_ Date: \_\_\_\_\_