VACATION RENTAL AGREEMENT

AGREEMENT OF LIABILITY WAIVER

Hindes Ranch Schulte Casita

Property address:
18190 West Highway 97
Charlotte, TX 78011

MAXIMUM OCCUPANCY - 4

CHECK – IN: 3:00 pm

CHECK – OUT: 11:00 am

We look forward to your stay at Schulte Casita, located at 18190 West Highway 97, Charlotte, Texas 78011 (the "Property"). Please ensure that you review and understand the terms and conditions of this Vacation Rental Agreement. To finalize your reservation/booking, please sign this Vacation Rental Agreement and return. **RESERVATIONS WILL BE DENIED WITHOUT A LEGIBLE COPY OF GUEST'S DRIVER'S LICENSES ALONG WITH THE COMPLETED VACATION RENTAL AGREEMENT VIA email WITHIN 72 HOURS OF BOOKING YOUR RESERVATION.** The reservation is finalized only when payment is received, so prompt payment will best assure that your lodging arrangements will be secure. Owner has option and the right to cancel any reservation, with no refund, for reservations not paid in full on time unless other arrangements have been made. Should you have any questions or concerns whatsoever about the stay or the Agreement, please ask. Should you require additional information or assistance, please contact Owner's agent or representative at 830.570.1919.

This Vacation Rental Agreement (the "Agreement") is made by and between John & Kristi Schulte, Schulte Casita, ("Owner"), and _____ ("Guest"), whose address is _____.

All occupants (18 and over) must provide valid Driver's Licenses returned with this signed Vacation Rental Agreement. Guest booking acknowledges they have reached the age of twenty-five (25) years at the time of this booking, verified by providing a legible copy of their government ID.

CHECK-IN DATE	CHECK-OUT DATE
DAY:	DAY:
DATE:	DATE:

Term: The term begins at 3:00 on Check-In Date and ends at 11:00 pm on Check-Out Date.

Property: The Property is furnished and includes an equipped kitchenette, 1 bedroom efficiency, 1 bathrooms, linens, towels, and accommodations for up to four (4) persons. Home is equipped with smoke alarms, as well as a fire extinguisher in the kitchen pantry closet. Home is all electric and has an electric cooktop/range, appliances and AC/heater.

Guest Initials: _____

Maximum Occupancy: The maximum number of persons permitted to occupy the Property is 4.

The total number of persons allowed on the Property at any time cannot exceed the Maximum Occupancy, including day visitors. Maximum Occupancy can be increased before or during the stay at the request of Guest by submitting additional occupant names to Owner, and the booking option will be changed based on the Maximum Occupancy number requested. ***Maximum Occupancy rule is enforced. If at any time the number of persons present at the Property exceeds the Maximum Occupancy, excess occupants will be asked to leave the Property. NO EXCEPTIONS.***

Arrival time is 3:00 pm or later on the Check-In Date. Guest will be given a gate keypad code prior to arrival to use during stay that will open and close the gate at the entrance to the Property off the highway. Gate will automatically close after entering. Gate must remain closed except when entering or leaving the Property. The front door key will be issued at check-in or in lockbox. Check-out time is at 11:00 am on departure date. Late check-out without prior approval will result in a $25 per half hour late fee.

- *Reasonable early check in/late check out is available with no additional fees only if NO other guests are departing/arriving on the same day.* ***Please ask in advance.***
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Lodging Rates & Fees: **The nightly rate for the Property and the amount of balance due is determined by John & Kristi Schulte.** ***Reservations are subject to cancellation with no refund if payment is not made on time or arrangements to make payment late are not approved in advance by Owner.***

Security/Damage Deposit : Fully-refundable Security/Damage Deposit may be charged up to $500. Will be refunded within 3-5 business days if there is no damage. Your Security/Damage Deposit will be collected about a week prior to your arrival, payable through Venmo or Zelle, and refunded within 3-5 business days of your stay as long as there is no damage. If there is any damage your deposit will be held until repair/replacement is made and amount will be deducted as needed with remainder (if any) will be refunded.

Cancellation & Refund Policy: Your Cleaning Fee will be refunded. 30 days for 100% refund. 15-29 days for 50% refund. Less than 15 days there is no refund unless we rebook. Guest will receive 100% refund for dates rebooked. Federal Holiday weeks and weekends, 60 day cancellation required for 100% refund, 50% at 30 days, 0% less than 30 days unless home is rebooked. *Vacation Rental Insurance is strongly recommended and can be obtained online from various providers.*

At Owner's sole option and discretion, Owner may cancel Guest's reservation and terminate this Agreement at any time up to 7 days prior to Check-In Date, in which case Owner shall refund to Guest 100% of funds paid to Owner by Guest under this Agreement. No refunds will be made due to weather conditions, road conditions, road work or detours.

Guest Initials: _____

IF YOU CANCEL AFTER REFUNDABLE DATES: Attempt by owner will be made to re-rent your accommodations. If we are successful, your deposit and balance will be refunded in full.

This Agreement shall not be assigned nor may the Property be sub-leased or sublet without prior written consent of the Owner. Property must be occupied at all times only by the party to this Agreement and the approved occupants listed herein.

If the Property appears dirty or damaged upon Check-in, Guest shall take a photo and text or email it to Owner immediately upon arrival.

ADDITIONAL TERMS, CONDITIONS AND RULES:

1. **House Rules**: Guest and all occupants of the Property agree to abide by all terms, conditions, and rules set forth in this Agreement, within website listing (as applicable), and in all emails and correspondence from Owner or Owner's agent or representative. Guest shall cause all occupants to abide by these rules at all times while at the Property. No additional guests or occupants other than those identified within this Agreement who are registered guests are permitted to occupy the Property. No parties are permitted, including but not limited to large gatherings, weddings and/or receptions. Additional occupants may be asked to leave and Guest may be subject to an additional guest fee, at the discretion of Owner. Any violations will constitute a breach of this Agreement and all funds collected will be forfeited to Owner. Please call 911 for any emergencies.

   The closest hospital is in Jourdanton, Texas. Methodist Hospital South – 830.769.3515

2. **There is to be NO SMOKING within the home situated on the Property. Smoking is only permitted on the front porch WITH the front door CLOSED or on the patio adjacent to the master bedroom, WITH the door CLOSED. This is strictly enforced**. Guest agrees that no smoking will be allowed inside the home. Owner has provided receptacles for extinguishing cigarettes, etc. situated outside of the home. Please do not dispose of cigarettes, etc. anywhere else on the Property, such as in any landscaped areas, garden beds, grass, driveway, walkways, etc. Guest and all occupants are required to pick up all cigarette or cigar butts left on the Property and dispose of properly in bags and place in outside burn barrel prior to departure. ***Any sign of smoke or violation of these rules will result in a loss of 100% of Security Deposit.***

3. **No Trespassing**: Guest and all occupants agree to respect and not trespass on any neighbors' adjoining private property at any time during the term of this Agreement. In case of a neighbor complaint, Guest agrees to leave the Property immediately without

refund and/or agrees to forfeit all deposits paid to Owner, subject to Owner's discretion. Guests are allowed only in home, parking area, and yard area.

4. **No firearms or archery equipment may be discharged or used while present on the Property**. **Under no circumstances shall Guest or any other occupant of or visitor to the Property hunt on or from the Property**. Any firearms or archery equipment must be safely and properly stored at all times. Guest and any occupants of the Property who are in possession of firearms or archery equipment on the Property must abide by all applicable state and federal laws and regulations regarding the use, possession and storage of such items. **No fireworks or explosives are allowed on the Property at any time**. If bullet casings, fireworks or explosives, etc. are found in the home or anywhere on the Property during the term of this Agreement or after your departure, the Security Deposit will be forfeited, and the evidence will be turned over to the appropriate local law enforcement agency, as appropriate.

5. The house must be secured by locking all windows and doors any time you leave the Property. **Owner reserves the right to enter the Property and the home at any time for the purpose of inspection or repairs**. Also, maintenance technicians, pest control and any other needed vendors may access the Property for purposes of repairing previously reported issues. Every effort will be made to notify the Guest of anyone who may be entering the home during their stay. Owner shall exercise this right of access in a reasonable manner.

6. **Absolutely NO PETS are permitted on the Property.** If a pet is found on the Property during the term of this Agreement, Owner shall have the right to ask Guest and all of Guest's party to leave the Property immediately with no refund of monies paid, the Security Deposit shall be forfeited, and Owner may assess a fee to cover additional cleaning, all subject to Owner's sole discretion.

7. **Guest agrees to maintain the Property** and all furnishings in the same condition in which they were found, reasonable wear and tear excepted. Do not move or take apart any furnishings. Appliances should only be used for the purpose for which they are designed and intended. Owner shall not be responsible for damage to or loss of the personal property of Guest or any occupant.

8. **This Property and the home situated thereon is privately owned**. Owner is not responsible for any accidents, injuries, or illnesses that occur to the Guest or any guests or visitors of the Guest, while in the unit or on the Property. By accepting this reservation and executing this Agreement, it is agreed that Guest and all occupants are

expressly assuming the risk of any harm arising from their presence on and use of the Property or any harm to others whom they invite to be present on the Property.

9. **Parking at the Property is limited.** The number of vehicles parked at the Property shall not exceed the Maximum Occupancy number.

10. **There is no daily housekeeping service.** While linens and bath towels are provided, daily housekeeping service is not provided. Guest will be charged for any towels or linens removed or for any damage or stains to towels and/or linens. The home shall be left in reasonably clean condition upon check-out, with all trash picked up and bagged and placed in the trash receptacle in kitchen, the refrigerator emptied and all dishes washed and put away. No trash should be left around the home. Any excessive cleaning that may be required after Guest's departure may result in loss of all or part of the Security Deposit. This includes, but is not limited to, cigarette butts, bottle caps, bottles or other trash left on the Property and any stains on furniture or rugs. Additional specific cleaning rules are posted on the refrigerator in Notice and Checkout Checklist.

11. Guest, all occupants of the Property and any visitors of Guest shall at all times abide by all applicable laws, ordinances and regulations. We ask that all occupants of the Property respect "quiet hours" from 10:00 p.m. until 8:00 a.m., out of respect for neighbors.

12. Always be aware of your surroundings. The Property is located in an environment where venomous snakes, scorpions, insects such as fire ants and bees, varmints, rodents, wild hogs, and other wild creatures or livestock may be present or encountered during your stay. Small children must be supervised at all times. There are steps present on the Property. Owner shall not be liable for any injuries to Guest or any occupants of or visitors to the Property.

13. The Property is accessed through a gate. Your gate access code will be provided by Owner. Gate access code will be activated at check-in time and access code will be deactivated at check-out time. You must lock gate and keep gate closed at all times. If you have problems, please text or call Owner at 830.570.1919.

14. Guest and any occupants of the Property are not permitted to operate motorized utility vehicles or recreational vehicles of any type (including, but not limited to, ATVs, four-wheelers, dirt-bikes or golf carts) on the Property.

RELEASE OF LIABILITY AND AGREEMENT TO INDEMNIFY: GUEST AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD OWNER AND OWNER'S MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES OR INDEPENDENT CONTRACTORS (EACH, A "RELEASED PARTY") HARMLESS FROM AND AGAINST ALL SUITS, ACTIONS, LOSSES, DAMAGES, DEMANDS, JUDGMENTS, CLAIMS AND LIABILITIES OF ANY CHARACTER, TYPE OR DESCRIPTION, INCLUDING (BUT WITHOUT LIMITING THE GENERALITY OF THE FOREGOING) ALL EXPENSES OF LITIGATION, COURT COSTS AND REASONABLE ATTORNEY'S FEES AND EXPERT'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR LOSS OR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR OCCASIONED BY GUEST'S USE OF OR PRESENCE ON THE PROPERTY OR THAT OF GUEST'S INVITEES, REGARDLESS OF ANY NEGLIGENCE ON THE PART OF OWNER OR A RELEASED PARTY. THE RELEASES, WAIVERS AND INDEMNITIES CONTAINED IN THIS AGREEMENT EXPRESSLY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS TO BE RELEASED, WAIVED OR INDEMNIFIED AGAINST ARISE, OR ARE ALLEGED TO ARISE, FROM (I) NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), GROSS NEGLIGENCE, NEGLIGENCE PER SE, AND/OR STRICT LIABILITY, OF THE RELEASED PARTY; (II) PERSONAL INJURY, DEATH OR PROPERTY DAMAGE; (III) ACTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES ACT ("DTPA"); (IV) ACTS OF ANY OTHER PERSONS OR GUESTS; (V) THEFT, BURGLARY, ASSAULT, OR OTHER CRIMES; (VI) FIRE, WATER, WIND, RAIN AND/OR SMOKE (VII) BREACH OF THIS AGREEMENT BY GUEST OR ANY OF THE UNDERSIGNED OCCUPTANTS AND /OR (VIII) ANY OTHER RISKS AND HAZARDS ASSOCIATED WITH THE UNDERSIGNED'S USE OF THE PROPERTY. GUEST AND THE UNDERSIGNED HEREBY RELEASE, ACQUIT AND FOREVER DISCHARGE, AND WAIVE ANY AND ALL CLAIMS AGAINST A RELEASED PARTY THAT ARISE FROM OR RELATE TO THE USE OF OR PRESENCE ON THE PROPERTY BY GUEST OR ANY UNDERSIGNED—INCLUDING, BUT NOT LIMITED TO, THE TYPES OF CLAIMS ENUMERATED ABOVE—AND AGREE NOT TO SUE ANY RELEASED PARTY FOR SUCH CLAIMS. WITHOUT LIMITING THE FOREGOING, GUEST AND THE UNDERSIGNED AGREE THAT A RELEASED PARTY SHALL NOT BE LIABLE TO THEM, THEIR FAMILY, OR THEIR GUESTS, FOR PERSONAL INJURY, PROPERTY DAMAGE, OR ANY OTHER CLAIMS ARISING FROM OR RELATED TO THE USE OF OR PRESENCE ON THE PROPERTY OF GUEST, AN UNDERSIGNED OR ANY THIRD PARTY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

It is understood and agreed that by executing this Agreement and submitting any amount of payment to Owner hereunder, Guest acknowledges and agrees that Guest and all undersigned members of Guest's party over the age of 18 have read, understood and agree to abide by all terms, conditions, provisions and rules set forth in this Agreement. Guest agrees that he/she is an adult aged twenty five (25) years or older, and financially responsible for any damage by parties present during his/her occupancy.

Guest Initials: _____

***All guests over 18 must be listed in Lodging Party to Register as Guests and provide valid driver's license or state ID.**

****RESERVATIONS WILL BE DENIED WITHOUT A LEGIBLE COPY OF ALL GUEST'S DRIVER'S LICENSE ALONG WITH THE COMPLETED AGREEMENT SUBMITTED VIA EMAIL hideawayinhindes@gmail.com or mail to address below, WITHIN 72 HOURS BOOKING.**

	Owner:	Guest: *
Printed Full Name:	Hindes Ranch Schulte Casita	*
Signatures	By: _____ Kristi Schulte OR John Schulte, Managing Member	*
Date		*
Cell Phone Number (during stay)	830.570.1919 979.251.2424	*
Address	210 La Parita Court, Jourdanton, TX 78026	*
Email Address	hideawayinhindes@gmail.com	*

Guest Initials: _____

***All guests over 18 must be listed to Register as Guests and provide valid driver's license or state ID.**

Lodging Party: The Lodging Party Shall Consist of "Guest" and the following additional persons ONLY:

PRINTED Names (First & Last Names)

Guest Initials: _____

REGISTERED VEHICLES THAT WILL BE ON PROPERTY. Only Registered Vehicles allowed.

MAKE	MODEL	COLOR

SCAN and EMAIL back all pages of completed Agreement: hideawayinhindes@gmail.com

Thank you for choosing Hideaway in Hindes for your lodging needs. If you have any questions, please call us at 830.570.1919 or send us an email at hideawayinhindes@gmail.com

Guest Initials: _____