



House Rules

This vacation rental contract is a legal agreement between the rented unit at 8570 River Road (also referred to as the “Homeowners” and “Owner” and “Landlord” and “Property Manger”) and you, the Renter(s) (also referred to as “Tenants” and “Guests”). This contract is entered into agreement as of the date when the Renters place their reservation, and the reservation is screened and accepted by the Homeowner. Owner reserves the right to refuse service to anyone.

Cleaning and Linen Service Policy: The rental is provided with pillows, linens, bath towels, beach towels, kitchen towels, quilts or comforters, hand towels and wash cloths. During your stay, all trash should be placed inside the large container outside of your rental unit. Upon departure, you are responsible for trash to be bagged and discarded in the 6-yard dumpster at the front of the property, and for any dishes and cooking utensils to be washed and placed on drying rack; please leave beds as is and gather up dirty towels and place all in one area of the unit.

Renters acknowledge that 8570 River Road consists of five (5) separate rental units and understands that occupants of other units could be present during your rental term. Renters and Guests agree to always treat others with courtesy and respect during your stay.

Rental Agreement: We, the Renters (also referred to as “Tenants” and “Guests”) agree to the following:

CANCELATION POLICY: Renters who cancel at least 21 days before check-in will get back 100% of the amount they’ve paid, less 5% cancelation fee. If they cancel between 8 and 20 days before check-in, they’ll get back 50% of the amount they’ve paid. If they cancel 7 days or less, they will forfeit the total rental. The total rental amount includes all charges on the paid-in-full invoice.

EARLY DEPARTURE: There are NO REFUNDS for EARLY DEPARTURE.

CONDITION OF PROPERTY: Owners have given an accurate description of the property, rented unit, and its condition. Our cleaning staff will have cleaned it before your

occupancy. All electrical, plumbing and appliances should be in working order. The failures of operation of certain extra amenities, such as TVs, cable, games, or the Internet and Wi-Fi service are not a basis for any refund. Owner will make every effort to have these items repaired but does not guarantee that they will be repaired during Guest's occupancy. When you arrive, if you find that the house has not been cleaned to normal standards, please notify the Owner immediately. We will do our best to attend to the problems but may not be able to fix everything over holidays and weekends.

CLEANING and REPAIRS: All homes have cleaning included in the total rent. Please note that cleaning does not include dishes and cooking utensils. Guest agrees to keep rental unit, furniture, and furnishings in good order. Removing, adding, or changing furniture without Owner's written approval shall be deemed a material breach of this Rental Agreement, and is strictly prohibited. Guest is responsible for cost of replacement of any damage to furniture or premises and replacement of missing items. Under no circumstances can any furnishing or linen be taken outside to the river, with the exception of those items specifically designed for that purpose.

ENTRY OF PREMISES: With Guest's permission, Owner or Owner's representative may enter the premises during reasonable daylight hours. For maintenance purpose, a property management employee may need to enter the premises. The same permission procedure applies as above. In any emergency, Owner or Owner's servicing agents may enter the premises at any time without permission of Guest for the purposes of making repairs to alleviate such emergency.

ASSUMPTION OF RISK: The property is a hillside property with uneven terrain and direct access to the Guadalupe River. The main house (Capri on the Guad) also has a hot tub. No lifeguard on duty. Accordingly, persons using the hot tub, river access or provided tubes do so at their own risk and the Owners assume no responsibility for accident or injury. No one should swim alone. Renters will hold the Owners harmless from any and all bodily injury and/or property damage incurred on the property arising out of Renters' negligent acts or omissions. See disclaimer below.

CHILD PROOFING: Guest understands that no special efforts have been made to "childproof" this house and accept the risk of harm to any children we allow on the property. These risks are not limited to, but include access to the road, river, terrain, and hot tub (available ONLY at Capri on the Guad).

FURNITURE: All furniture must be returned to its original location on Guest's departure, or an additional charge of \$100 will be made, to card on file.

MISSING ITEMS: Renters will be charged for any missing items reasonably attributable to Renters and not returned after notification. The cleaning service performs an inventory/survey of the property after Guests depart and notifies the Owner of any missing items. Owner will notify guests in the event that items were inadvertently taken and provide guests the opportunity to return the missing items.

USE OF SECURITY CAMERAS: Renters understand and accept that the property may be protected with outside security cameras. These cameras are used to protect the property from potential break-ins and theft. There are NO cameras inside the house.

PERSONAL PROPERTY: Guest understands that any personal property of and used by Guest is not insured by Owner and Owner shall not be responsible for any lost, stolen, or missing property of the Guest or property of Guest left after checking out. If property is left behind by the renter, Owner will make a good faith effort to return the property at the guests' expense.

RIVER CONDITION: Guest understands that Owner has no control over the condition of the river and cannot be held liable for any changes to river conditions or any closing as ordered by any official agency.

NON-SMOKING: This is a NON-SMOKING vacation rental. Evidence of smoking, such as the smell of cigarette or cigar smoke inside the home by the cleaning crew's sufficient basis to charge the renter for smoke cleanup and removal from carpeting, AC ducts and filters and furniture. This type of clean-up is expensive, and Renter is Liable for the deep cleaning Costs incurred. Smoking outside is permitted as long as no evidence of cigarettes/butts are left.

PETS: Pets are not allowed on property.

MAXIMUM OCCUPANCY: is listed in the description of your rental property.

CHECK-IN and CHECKOUT: Check-in is at 3:00 PM and checkout is 11:00 AM. PLEASE checkout promptly, the cleaning crews have a very short time window to prepare the unit for new guests.

CHECK-OUT PROCEDURES - Renters are responsible to complete the check-out procedures in the provided arrival information. Because of the nature of Owner's business (short term recreational rentals) Guest understands, and is hereby put on notice that any unauthorized "holding over" of the property past the stated rental period could severely jeopardize Owners business and cause loss of rental income

from other previously booked guests, temporary and/or permanent loss of business, goodwill and reputation and, among other things, could force Owner to breach an agreement with similar short term recreational Guest(s) who may have reservations during Guest's unauthorized "holding over" period.

INDEMNIFICATION: Guest agrees to indemnify and hold harmless Owner for any liability arising before termination of this Rental Agreement for personal injuries or property damage caused by the negligent, willful, or intentional conduct of Guest(s). This indemnification agreement does not waive Owner's duty of care to prevent personal injury or property damage when that duty is imposed by law.

PRIOR AGREEMENTS: No prior agreement or understanding not contained in writing herein shall be effective. Furthermore, Owner, other than what is specifically written and set forth herein, makes no other or further representation regarding the nature, character, and quality of the premises to be rented, and no representation shall be deemed to exist or be material unless and until it is reduced to a writing and signed by the parties. This Rental Agreement may be modified in writing only and must be signed by the parties in interest at the time of the modification. It constitutes the entire agreement of the parties. If any provision in this contract held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force.

DISCLAIMER: Renters understand that the Homeowners are not responsible for any personal injury caused by slipping on any surfaces, and that tenants are responsible for exercising care when surfaces are wet or slippery due to weather or use of hoses to wash down areas, and further, that the homeowners are not responsible for any personal injury or loss or damage to tenants' property caused directly or indirectly from foul, inclement weather conditions, Acts of God or nature, accidents related to tenants' failure to take adequate precautions around wet areas, or any unforeseeable circumstances.

This agreement and disclaimer apply to all guests in the Renters' party. I, the Renter, have read, understand, agree to, and will abide by this rental agreement and all conditions stated herein.

Printed Name (Renter)

Signature (Renter)

Date