

## **FULL STRINGER VACATION RENTALS RULES & REGULATIONS**

Renter is an adult and will be an occupant of the unit during the entire reserved period. Other occupants will be family members, friends or responsible adults. Use of the premises will be denied to persons not falling within the foregoing categories and as a result they would have to vacate the property immediately without any refund. No lock box combination will be issued to anyone who is not an adult. **FOR THESE RULES & REGULATIONS AN ADULT IS ANYONE 25 YEARS OR OLDER.**

**PETS:** No pets will be allowed at any time on the premises. Pet dander can be allergic to some people and it is our desire to keep pets off the property. If you do bring a pet your deposit will be forfeited and you will be asked to leave the property immediately without return on deposit or your payment.

**NO SMOKING ALLOWED:** Smoking is not allowed inside property. Should there be any smoking done outside all cigarette butts should be discarded when you leave. Should the housekeeper have to pick up any remaining cigarette butts from outside of the property there will be a deduction from your deposit.

**NO CANDLES ALLOWED:** Inside or outside of property. No fire of any kind allowed ie: bonfires etc. BBQ smoker/cooker use can be done outside. No cooking on wooden or near wooden decking. All charcoal should be disposed of properly to not cause any fire or fire hazard and removed from the property when Renters vacate the property.

**TRASH REMOVAL:** It is the responsibility of the Renter to remove all trash from the premises. *Any trash left that has to be removed and taken to the local trash disposal area will be a \$50 charge plus \$10 per bag that is removed.*

**RESERVATION FEE:** A \$25.00 non-refundable reservation fee will be charged at time of booking.

**SECURITY DEPOSIT\*\*:** The security deposit is \$300 for a vacation rental and \$600 for the Full Stringer Lodge. Deposits are made via credit cards. The \$300.00 security deposit is fully refundable within 14 days of check out provided that real and personal property are in the same condition as when occupancy commenced and all terms of this agreement are met. *If there is a change in property location the \$300 deposit will be forfeited and a new deposit will be required.* Renter is liable for all replacements and repairs that are outside what is normal wear and tear. Renter will incur a deduction from their deposit for any trash that is left behind in the rental which has to be removed by property manager. *(SEE: Trash Removal Above)*

**PAYMENTS ACCEPTED:** Mastercard & Visa are accepted. Only one credit card will be accepted for payment. Multiple cards cannot be used. *There is a \$25 fee for changing the credit card originally used with the initial reservation.* \*\*In the event you would like to use a check, your deposit will be in the amount of \$500. Checks must be received at least 30 days prior to your arrival so that your check clears the bank. Reservations will NOT be confirmed until the deposit is received and cleared in the office.

**DATE CHANGES:** *Changes in dates of stay cannot be made 30 days prior to the reserved date(s).* If Renter requires a change in dates of stay for the property reserved prior to the 30 days there will be an additional non-refundable fee in the amount of \$25.00.

**RESPONSIBLE PARTY:** The responsible party will be the renter whose name and signature are on the Vacation Rental Agreement. This renter is responsible for the reservation and also for all other guests included in the rental of the home.

**EARLY DEPARTURES:** There will be no refund for early departures under any circumstances. The renter is responsible for the number of days reserved on the Vacation Rental Agreement with no exceptions. It is the renter's obligation to double check the reservation dates.

**CANCELLATIONS:** A thirty (30) day notice in writing and received in the offices of Full Stringer Rentals via e-mail or postal mail prior to the arrival date is required for cancellation from the Responsible Party. Full Stringer Rentals is not responsible for weather conditions or personal illnesses or injuries. Below is the schedule of penalties for cancellations:

**All Cancellations: 100% of Deposit plus a portion of rental charges according to the schedule below.**

**Cancellation Less Than 15 Days before Arrival Date: 100% of TOTAL RENT PAID.** All payments are due 15 days prior to arrival date. Credit card payments are charged 15 days prior to arrival date. Any checks will be due 30 days prior to arrival date in the office of Full Stringer Rentals.

**Cancellation Less Than 16-30 Days before Arrival Date: 50% of TOTAL RENT PAID.**

**RENTAL ASSIGNMENT CHANGE:** Owner(s) or Property Manager reserve the right to change Rental Assignments without prior notice or liability in the event of a sale of the rental property, or if the unit becomes unavailable. When comparable accommodations are not available, renter(s) will have the option of selecting from available properties or receiving a complete refund.

**EXIT CLEAN UP:** Renter(s) will be expected to remove all food items from the refrigerator that were brought. All dishes must be cleaned and put away. All trash must be removed from premises and taken with you or to the nearest waste disposal area which is on cemetery road (ask for directions). Upon inspection of the property following your stay, the property manager reserves the right to charge for any additional services required to return the property to the state it was in prior to arrival. Excess garbage, broken fixtures or furniture, missing amenities and linens or damage to the property resulting in gross negligence are examples of chargeable items. Any additional fees will be charged to the credit card on file. Items that are left on the property are not the responsibility of the property manager to return and they will be disposed of after cleaning is complete.

**CHECK IN:** Check in time is 4:00 p.m. An early check-in time is allowed only when the property is cleaned and ready for occupancy. **Prior approval is required.**

**CHECK OUT:** Check out time is 11:00 a.m. **There is half night's rental charge for late check out without prior approval.** Please return all keys to the lockbox of the rental property. A \$30 per hour fee will be charged for each hour (or portion there of) past the required check out time. A \$20.00 per item fee will be charged for each lost key.

**CLEANING:** Each property will be inspected, sanitized and cleaned after your departure. The cleaning fee you have paid will provide for four hours of normal cleaning so that you can enjoy your vacation up to the last moment. You are required to leave the property in the same general condition that you received it in by making sure dishes are done and put away, and the property is generally picked up and ready to be vacuumed, dusted, and sanitized. If additional cleaning is required, appropriate charges will be deducted from your security deposit at the rate of \$25.00 per hours.

**WHAT WE SUPPLY:** The property is equipped and set up as a fully furnished property that will include bedspreads, linens, blankets, pillows, towels, as well as a fully equipped kitchen. There is no maid service. There is NO PHONE SERVICE via a landline. You will need a cell phone should there be a need for emergency calls.

**WHAT YOU SHOULD BRING:** Plan on packing your personal toiletry items including insect repellent. Since we provide a limited supply of toilet paper, paper towels and other dispensable items to get you started on your first few days of vacation, you should plan on making a trip to the grocery store to replenish these items as you need them. Bring your own beach towels.

**RENTER'S LIABILITY:** Renter agrees to accept liability for any damages caused to the property (other than normal wear and tear) by Renter or Renter's guests, including, but not limited to, landscaping, misuse of appliance, and/or equipment furnished. Renter agrees to reimburse property owners for costs incurred to repair/replace damaged items by deduction from security deposit. If damages are in excess of the security deposit being held, Renter agrees that Property Owner or Property Manager on behalf of Property Owner has the right to collect additional charges in addition to the security deposit above.

**SLEEPING CAPACITY/DISTURBANCES:** Renters and all other occupants will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following:

- Occupancy exceeding the sleeping capacity stated on the reservation confirmation
- Using the premises for any illegal activity including but not limited to drug use, the possession of firearms, serving or consumption of alcoholic beverages by or to person(s) less than 21 years of age
- Causing damage to the premises rented or to any of the neighboring properties
- Any other acts which interfere with neighbors' right to quiet enjoyment of their property.
- There will be no parties causing more people to be on the property unless written prior arrangements have been made with seller/property management company.

**GATHERINGS/PARTIES:** No loud parties or organized gatherings without prior approval of property manager.

**HOLD HARMLESS:** Property Owners as well as Property Management do not assume any liability for loss, damage or injury to persons or their personal property. Neither do we accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, Dish TV (Cable TV), VCR, appliances, electricity or plumbing. Nor will property owners or Full Stringer Realty LLC accept liability for any loss or damage caused

by weather conditions, natural disasters acts of God or other reasons beyond their control.

**CATASTROPHIES (hurricane, tornado, earthquake, flood, act of terrorism, etc.):** If a catastrophe occurs the owner and/or Full Stringer Realty, LLC is not responsible for any of the following:

- Finding alternate lodging for the Renter
- Renter's financial losses related to transportation or alternate lodging.
- If, on the day the rental is scheduled to begin, the property is uninhabitable, or the property is not reachable by the Renter's usual means of transportation
- Access to the property by visitors has been prohibited by authorities

Property Management will at the option of the Renter either refund all money paid by the Renter for the vacation rental, including any deposit and prepaid rent or hold all funds for a future rental. If Renters are required by local authorities to evacuate the area, and actually do so before their stay in a vacation rental is completed, then the owner will refund or hold for future rental a pro-rated portion of the unused rent, plus any deposit.

**RELEASE AND INDEMNITY:** The undersigned Renter for himself/herself, his/her heirs, assignors, executors, and administrators, hereby agrees to Indemnify, Defend, Release and Hold Property Owners and Full Stringer Realty, LLC harmless from any and all claims, demands, and causes of action by reason of any injury TO PERSON OR PROPERTY OF whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result of, or in connection with the occupancy of the LEASED premises including any claim or suit arising there from. The Indemnity and Release in this paragraph will apply even if the damage or loss is caused in whole or in part by the ordinary negligence or strict liability of Property Owner or Property Managers but will not apply to the extent the damage or loss is caused by the gross negligence or willful misconduct of the Property Owner or Property Manager.

**ATTORNEY FEES:** In any action concerning the rights, duties, or liabilities of the parties to this agreement, the party prevailing in litigation is entitled to recover reasonable attorney fees and costs.

**PAYMENT BY CHECK:** If the Renter pays by check rather than money order and the check is returned for NSF there will be a \$50 service charge. Lock box combination will not be issued until check clears bank. Checks should be made payable to Full Stringer Realty, LLC.

**MAILING ADDRESS:** Full Stringer Realty, LLC, P.O. Box 297, Matagorda, TX 77457.