



VACATION RENTAL AGREEMENT

This agreement is between Full Stringer Realty, LLC, the Owners and Renter(s). Reference to Owner will mean the property owners, reference to the Property Manager will refer to Full Stringer Realty, LLC and reference to Renter will mean the Renter identified above. The Parties agree as follows: Each 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 Renter will be required 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.

GUEST ILLNESS: If, during a Renter's stay, a member of the party becomes seriously ill with a communicable illness, such as Covid-19, Renter is requested to voluntarily notify Property Manager of the illness, whether diagnosed or undiagnosed. This voluntary notification will provide the opportunity to arrange for further sanitizing of the premises. Renters are also requested to voluntarily notify Property Manager if a member of their party scheduled to arrive at the premises has been diagnosed with Covid 19 within the 30 days prior to the Renter's arrival date.

DISCLAIMER RE: COVID-19 (CORONAVIRUS) / ASSUMPTION OF RISK: Property Manager strives to go above and beyond to clean and disinfect all managed vacation rental properties for every incoming Renter during the current Coronavirus pandemic/outbreak, but Property Manager cannot and does not guarantee any property to be completely sterile. Renter's occupancy/stay in vacation rental property during the Covid-19 Pandemic is at its own risk and Renter is assuming ALL risk of injury/harm by electing to stay/occupy the vacation rental property managed by Property Manager during the Covid-19 Pandemic.

PETS: No pets will be allowed at any time on the premises unless designated as a pet friendly property. 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 Security Deposit will be forfeited and you will be asked to leave the property immediately without return of Security Deposit or your rental payment.

NO SMOKING ALLOWED: Smoking is not allowed inside the 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 Security Deposit in an amount determined by Property Manager in its sole discretion.



NO CANDLES ALLOWED: No candles or open flames are permitted inside or outside of the property. No fire of any kind is allowed (i.e. bonfires etc.). BBQ smoker/cooker use can be done outside. No cooking on wooden or near wooden decking is permitted. All charcoal should be disposed of properly so as not to cause any fire or fire hazard and shall be removed from the property when Renters vacate the property.

NO FIREWORKS ALLOWED: Renters or guests on premises may not explode or ignite fireworks on or around the premises of the rental property. Any violation of this policy will result in the loss of 100% of the Security Deposit.

RENTER'S LIABILITY: Renter agrees to accept liability for any claims or 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 appliances, and/or equipment furnished. Renter agrees to reimburse Owners for costs incurred to repair/replace damaged items by deduction from the Security Deposit. Any damages or other fees or expenses owed pursuant to this Agreement that exceed the Security Deposit will be charged to the credit card on file. Renter agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by the Owner or Property Manager on behalf of Owner in enforcing this agreement.

SLEEPING CAPACITY/DISTURBANCES: Renters and all other occupants will be required to vacate the premises and forfeit the rental fee, other fees 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.

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

RESERVATION FEE: A \$35.00 non-refundable reservation fee will be charged at time of booking.

SECURITY DEPOSIT:** The Security Deposit is \$500 for a vacation rental and \$600 for Matagorda Riverside Lodge. **Deposits are made via credit card at the time of booking. The Security Deposit is fully refundable within 14 days of check-out provided 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 Security Deposit will be forfeited and a new deposit will be required.** The Renter is liable for all replacements and repairs that are outside what is normal wear and tear. *(SEE: Renter's Liability Above)* Renter will incur a deduction from their Security Deposit for any trash that is left behind in the rental which must be removed by Property Manager. *(SEE: Trash Removal Above)*

PAYMENTS ACCEPTED: Mastercard, Visa, money order or cashiers check are accepted.

PAYMENT PROCESSING VIA CREDIT CARD: The Total cost of the rental is charged to Renter's credit card 14 days prior to arrival. **If a reservation is made within 14 days of arrival the total cost of rental plus the Security Deposit is charged at the same time.** 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.**

CHARGEBACKS: Renter agrees not to claim any chargebacks or credits from their credit card issuer for any fees charged to their credit card(s), including but not limited to advance rental payments, Security Deposits, rental payments, taxes or any additional fees for lost, stolen or damaged items.

DATE CHANGES: **Changes in dates of stay cannot be made within 30 days prior to the reserved date(s).** If Renter requires a change in dates of stay for the property reserved within the 30 days which is approved by the Property Manager, there will be an additional nonrefundable 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 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 Property Manager via e-mail or postal mail prior to the arrival date is required for cancellation from the Responsible Party. Property Manager 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 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 are non-exclusive 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 from the Property Manager is required.***

CHECK OUT*: Check out time is 11:00 a.m. Please return all keys to the lockbox of the rental property. A \$30 per hour fee will be charged for each hour (or a portion thereof) past the required check out time. A \$20.00 per item fee will be charged for each lost key.

***No early check-in or late check-out scheduled without prior approval of Property Manager. During summer months we cannot schedule ahead knowing we could have last minute rentals. Memorial Day to Labor Day we will not honor early check-in or late check-out.**

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 hour.

WHAT WE SUPPLY: The property is equipped and set up as a 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.

GATHERINGS/PARTIES: No loud parties or organized gatherings are permitted without prior written approval of Property Manager.

HOLD HARMLESS: OWNERS AS WELL AS PROPERTY MANAGER DO NOT ASSUME ANY LIABILITY FOR, AND RENTERS HEREBY ASSUME ALL LIABILITY FOR ALL LOSS, DAMAGE OR INJURY TO PERSONS OR THEIR PERSONAL PROPERTY. OWNER AND PROPERTY MANAGER SHALL HAVE NO LIABILITY FOR ANY INCONVENIENCE ARISING FROM ANY DEFECTS OR STOPPAGE IN THE SUPPLY OF WATER, DISH TV (CABLE TV), VCR, APPLIANCES, ELECTRICITY OR PLUMBING. OWNERS AND PROPERTY MANAGER SHALL HAVE NO LIABILITY FOR ANY INJURY, LOSS OR DAMAGE CAUSED BY WEATHER CONDITIONS, NATURAL DISASTERS, ACTS OF GOD OR OTHER REASONS BEYOND THEIR CONTROL. NEITHER OWNER OR PROPERTY MANAGER HAS MADE ANY REPRESENTATIONS IN RESPECT OF THE PREMISES EXCEPT THOSE EXPLICITLY SET FORTH HEREIN. OWNER AND PROPERTY MANAGER SHALL NOT BE LIABLE FOR OR BOUND BY ANY REPRESENTATIONS UNLESS IN WRITING SIGNED BY SUCH PARTIES. PROPERTY MANAGER AND OWNER WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS.

CATASTROPHES (hurricane, tornado, earthquake, flood, act of terrorism, etc.): If a catastrophe occurs the Owner and/or Property Manager 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. In such event, Property Manager will, at the option of the Renter, either refund all money paid by the Renter for the vacation rental, including any Security 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 Security Deposit.

RELEASE AND INDEMNITY: THE UNDERSIGNED RENTER FOR HIMSELF/HERSELF, HIS/HER HEIRS, ASSIGNEES, SUCCESSORS, EXECUTORS, AND ADMINISTRATORS, HEREBY AGREES TO INDEMNIFY, DEFEND, RELEASE AND HOLD OWNERS,



PROPERTY MANAGER AND ITS AND THEIR RESPECTIVE MEMBERS, MANAGERS, EMPLOYEES, OFFICERS AND AGENTS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION BY REASON OF ANY INJURY TO PERSON OR DAMAGE TO PROPERTY OF WHATEVER NATURE WHICH HAS OR HAVE OCCURRED, OR MAY OCCUR TO THE UNDERSIGNED, OR ANY OF HIS/HER GUESTS OR INVITEES AS A RESULT OF, OR IN CONNECTION WITH THE OCCUPANCY OF THE LEASED PREMISES OR BREACH OF THIS AGREEMENT INCLUDING ANY CLAIM OR SUIT ARISING THEREFROM. 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 ANY INDEMNIFIED PARTY BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTY.

MISCELLANEOUS: In any action concerning the rights, duties, or liabilities of the parties to this agreement, Property Manager is entitled to recover reasonable attorney fees and costs. No failure to enforce this agreement or any provision thereof shall be deemed to be a waiver of enforcement or any other provision. Any modification of this agreement is only valid if in writing and signed by the parties. This agreement shall constitute the entire agreement between the parties. This agreement shall be governed by the laws of the state of Texas, excluding its conflict of law principles. Renter may not assign this agreement. Property Manager may terminate this agreement in the event Renter is in breach of any provision of this agreement. Owner shall be a third party beneficiary of this agreement.

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