

TERMS AND CONDITIONS

DELIVERY & RECEIPT OF THESE TERMS AND CONDITIONS ESTABLISHES ACCEPTANCE BY FINANCIALLY RESPONSIBLE PARTY (RENTER).

1. RESERVATIONS

The Renter / Guest must be 25 years of age or older unless accompanied by an adult guardian or parent or approved by the Landlord or Landlord's Representative. If the accompanying guardian is not present, Guest may be evicted without refund.

2. MINIMUM STAY

- Fall, Winter, Spring: 2 night minimum stay on weekends, 1 night minimum during the week.
- Summer: 3 night minimum stay on weekends, 1-2 night minimum during the week.
- Holidays: 3 night minimum stay depending on the holiday.

3. PAYMENTS AND TAXES

We accept Visa, Mastercard, Discover and American Express cards for payment. All payments should be made in US Dollars. All applicable Taxes will be charged and included in the Renter's total bill.

4. PAYMENT SCHEDULE

- A Reservation Deposit equal to 50% of the total bill is due upon reservation.
- Within 7 days in advance of arrival, the remaining balance is due.

5. DAMAGES TO PROPERTY

If, upon arrival, Renter notices any existing damages such as, but not limited to, those listed below, please contact Landlord or Landlord's Representative immediately. While Calm Water Rentals, LLC does not require a damage deposit, we do reserve the right to charge for damages caused by the Renters or their Guests to the Property. Landlord or Landlord's Representative will send an Invoice to the Renter detailing the damages and charges within 24 hours of departure. Your credit card on file may be charged for damages if, but not limited to:

- All debris, rubbish inside and outside of Unit is not discarded and placed in garbage dumpster.
- All dishes are not washed and left in the drying rack prior to departure.
- All charges accrued during the stay are not paid prior to departure.
- Linens are missing or damaged.
- Early check-in or late check-out not approved by Landlord.
- The Renter is evicted by the Landlord or Landlord's Representatives, including but not limited to local law enforcement.
- Any evidence of smoking inside of the Unit is discovered guests will be charged \$250 for damages.
- Any property belonging to the Landlord is missing or damaged.
- Landlord or Landlord's Representatives have made prior arrangements with Renter to access the Unit and are denied or are not able to access the Unit because of Renter's failure to make the Unit accessible.
- Loud music, loud talking, or excessive noise is reported by other Guests from OUTSIDE of the Unit after 9:00 p.m.
- Excessive noise is reported by other Guests from INSIDE of the Unit after 11:00 p.m.

6. USE AND OCCUPANCY

Renter may use the Property as a private residence only. Renter may have additional guests over during the day and/or evening, but additional overnight guests are not allowed if that number exceeds the maximum occupancy. Exceeding the maximum occupancy or having parties/large groups at the property, unless approved by the Landlord or Landlord's Representatives, may be reason for eviction without reimbursement of rents and deposits. The total number of guests or Maximum Occupancy allowed by Renter to occupy or use the property are as follows:

- Maximum occupancy as advertised for each Unit
- Maximum occupancy as advertised for entire Property
- Any evidence occupancy is over the limits of what is stated in the contract may be subject to eviction and Renter may be charged damages.

7. PARKING RULES

Renter may not permit more than number of vehicles as advertised including but not limited to automobiles, trucks, trailers, motorcycles, jet skis and boats unless approved by the Landlord or Landlord's Representatives. Renter may not park or permit any person to park any vehicles on grass.

8. SAFETY AND CHILDREN

Safety and security is the sole responsibility of the Renter. Property owner(s), Landlord or Landlord's Representative assume no responsibility or liability for the safety or security of the guests, or for injury caused by the criminal acts of other persons. In case of danger or potential damage to persons or property, call 911. The properties have not have been made "child-safe," as various cleaning agents, knives, and other normal household items may be within the reach of small children. Please be aware and cautious with your little ones.

9. PETS

We do not allow pets on our properties. Renter may not permit, even temporarily, any pet on the Property or in Unit including but not limited to any mammal, reptile, bird, fish, rodent, or insect unless approved by the Landlord or Landlord's Representative. If we find evidence of unauthorized pets, the Renter may be charged and/or evicted.

10. INCLUSIVE FEES

Rates include a one-time linen, towel and bed setup.

11. NO DAILY MAID SERVICE

Linens and bath towels are included with the Unit rental, but daily maid service is not. Replacement linens and bath towels are available by request, and a fee may apply. Please bring your own beach towels as we do not permit our towels, linens or blankets to be taken from the Unit under any circumstances.

12. ACCESS BY LANDLORD

Before accessing the Unit, Landlord or Landlord's Representatives will first attempt to contact Renter but may enter the Unit at reasonable times without notice to make repairs or clean. Additionally, Landlord or Landlord's Representatives may peacefully enter the Unit at reasonable times without first attempting contact to:

- Survey or review the Units condition and take photographs to document the condition.
- Make emergency repairs.
- Deliver items requested by the Renter.

If Landlord or Landlord's agents have made prior arrangements with Renter to access the Unit and are denied or are not able to access the Unit because of Renter's failure to make the Unit accessible, Landlord may charge Renter a trip charge.

13. LIABILITY

Landlord is not responsible to Renter, or Occupants for any damages, injuries, or losses to person or property including but not limited by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, Tube Rentals, or other occurrences or casualty losses. Renter will promptly reimburse Landlord for any loss, property damage, or cost of repairs or service to the Property and Unit caused by Renter, Occupants, and unauthorized occupants or pets.

14. OTHER RULES

- Fireworks and open flames are prohibited.
- Outdoor grilling, marshmallow roasting and fires are allowed only in designated pits unless a Burn Ban is in effect.
- Noise must be controlled (loud music, loud talking or excessive noise) OUTSIDE of the Unit from 9:00 p.m. to 9 a.m.

- Noise must be controlled (loud music, loud talking or excessive noise) INSIDE of the Unit from 11:00 p.m. to 9 a.m.
- Trespassing on neighboring properties, it is strictly forbidden. Please be respectful of the neighboring Units and guests as well as neighbors and their property.
- Air conditioning should not be set lower than 72 degrees to avoid freezing the units, nor set above 78 degrees on the heat setting to avoid overheating the unit.
- Septic systems are sensitive! Please do not put paper towels, hygiene items, diapers, grease, chemicals, or other harsh items in the toilets or drains due to septic system and Comal County requirements.
- No outdoor temporary structures are allowed on the Property such as, but not limited to, tents and awnings without approval from Landlord or Landlord's Representative.

15. GUADALUPE RIVER

The Guadalupe River is a beautiful natural attraction, but is subject to occasional wet-weather flooding during heavy rains. The living areas of the Unit are built above the flood-way, but the parking and/or road way may not be. For your safety, you may be asked to evacuate the Property if there are impending flood watches or warnings in the area. We monitor this situation closely and will give as much notice as possible to you if such a situation escalates and ask that you help us in monitoring the situation. Obviously, this occurrence is rare and will not likely affect your stay.

The Guadalupe River is a natural body of water and therefore do not have many of the safety features found at a man-made pool such as but not limited to:

- There is no fence or barrier restricting persons from entering the water, no depth signs, nor any lifeguards on duty.
- Underwater hazards may exist and swimming is at your own risk.

16. SNAKES

Our properties are surrounded by the natural environment. Though extremely rare on the premises, snakes may be present. To limit your exposure please inform all occupants to stay on pathways and roads and use a flashlight when walking at night.

17. RATE CHANGES

Rates subject to change without notice, but will not change from the rates stated in your original quote.

18. FALSIFIED RESERVATIONS

Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check-in.

19. LANDLORDS RIGHT OF TERMINATION OR REFUSAL OF SERVICE

The Landlord reserves the right to refuse or immediately terminate service to anyone and shall not be liable for neither refund nor compensation.

20. RENTERS SAFETY RESPONSIBILITY

- Renter is responsible for the safety and well-being of all Occupants and will promptly notify Landlord or Landlord's Representative of any safety hazards or concerns.
- Renter is responsible for keeping a close watch on all swimmers or persons who may enter or accidentally enter the water. Should the Renter be absent from the Property for any length of time, it is his/her duty to designate another person within his party for this responsibility.

21. CANCELLATION POLICY

- Cancellations or changes that are made by the Renter outside of 30 days may incur a 5% transaction fee.
- Cancellations or changes that are made by the Renter within thirty to fifteen days (30-15) days prior to the arrival date may incur a minimum \$75 fee.
- Cancellations or changes that are made by the Renter within fourteen (14) days of the arrival date may forfeit the full amount paid without approval from the Landlord or Landlord's Representatives.
- Cancellation or early departure made by the Renter during the stay does not warrant any refund of rent or deposit.
- A thirty (30) day notice is required for cancellation or changes that result in a shortened stay for a single Unit

rental and sixty (60) days if you have the whole property rented.

- Landlord or Landlord's Representatives have the right to cancel any Reservation at any time. If Landlord or Landlord's Representatives cancels for any reason, Renter will be notified and a full refund will be compensated to the Renter.

22. AGREEMENT OF PARTIES

A. Failure of Renter to follow the Rules as set forth in this rental agreement is grounds for termination of this Agreement without refund or compensation to the Renter. Further, the Renter agrees that any Deposit will be withheld to the extent necessary to offset damages to the Property. In the event the Damage Deposit is not enough to cover a loss, Renter will promptly compensate Landlord for any additional costs. Such actions shall not preclude other remedies at law.

B. Entire Agreement: This Rental Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.

C. Assignment: It is agreed that only in the event of transfer of ownership of the Property does the Owner have the right to assignment of this Agreement without the written consent of the Renter. The Renter does not have the right to assign or transfer any duties, rights or obligations due hereunder without the express written consent of the Owner.

D. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the respective Parties, their heirs, executors, administrators, successors and assigns.

E. Arbitration: Any dispute or difference arising out of or in connection with this Agreement shall be determined by the appointment of a single arbitrator to be agreed between the parties.

F. Severable Clauses: If a court or arbitrator declares that any term or provision hereof is invalid, void or unenforceable, the parties agree to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to replace any invalid, void or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the original intention of the invalid or unenforceable term or provision.

G. Controlling Law: The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this Rental Agreement.