

This vacation rental contract is a legal agreement between Sand Dollar Beach Vacations (also referred to as the "Homeowners" and "Owner" and "Landlord" and "Property Manger") and you, the Renters (also referred to as "Tenants" and "Guests"). This contract is entered into agreement as of the date when the Renters place their reservation online and the reservation is screened and accepted by the Homeowner. The Homeowner will notify the Renters by email when their reservation is accepted. Owner reserves the right to refuse service to anyone.

#### Cleaning & Linen Service Policy:

The home is provided with pillows, linens, blankets, towels, kitchen towels, comforters, hand towels & wash cloths. Upon departure, you are responsible for all trash to be bagged and discarded in the large trashcans by the road, and for dishes and cooking utensils to be placed in the dishwasher and the clean cycle started; please strip all sheets from beds and gather up dirty towels and place all in front of the washer and dryer.

The home is provided with a starter set of toilet paper & paper towels.

#### Rental Agreement:

We, the Renters (also referred to as "Tenants" and "Guests") agree to the following:

**CANCELATION POLICY:** If there is a CANCELATION by the renter of 60 DAYS or LESS before check-in, Renters will forfeit the total rental. The total rental includes all charges on the paid-in-full invoice. Renter may mitigate this loss by purchasing Travel Insurance from a third-party provider.

CANCELATION 61 DAYS or MORE before check-in, Renters will receive a REFUND of the amounts paid less any travel insurance fee and minus a credit card processing fee of 3.5%. **EARLY DEPARTURE** - There are NO REFUNDS for EARLY DEPARTURE.

**HURRICANES & TROPICAL STORMS** - There are NO REFUNDS for hurricanes, tropical storms, or weather conditions, even if a mandatory evacuation is ordered (optional travel insurance Renter may obtain through a third party. Renter ASSUMES THE RISK).

**CONDITION OF PROPERTY:** Owners have given an accurate description of the property 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 & REPAIRS:** All homes have cleaning included in the total rent. Please note that cleaning does not include dishes & cooking utensils. If additional cleaning is required after you leave, it will be held out of the cleaning deposit. Guest agrees to keep house, 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 onto the beach 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.

**ACCIDENTAL DAMAGE INSURANCE** - Renters will be completely responsible for any and all damage to the home or property caused by Renters, whether accidental or due to Renter's negligence. However, Renters understand that the rental includes an accidental damage rental policy providing up to \$1,500 in accidental damage protection PROVIDED RENTERS NOTIFY THE OWNER AND ASSIST THE OWNER IN MAKING A CLAIM. Renters understand that Renters are responsible for damage beyond the coverage provided by the accidental damage insurance. Renters are also responsible for damage that would have been covered by the accidental damage insurance if Renters fail to advise the Owner

of the damage and provide the necessary information that would allow the Owner to file a claim against the policy.

**USE OF EXTRAS** - Renters will furnish their own beach toys, beach chairs and beach shades (EZUPs, umbrellas, etc.). However, the owner makes available extra towels and linens to handle unusual circumstances or needs including a few beach towels. Leave used beds stripped and linens and used towels on the floor of laundry room.

**ASSUMPTION OF RISK:** No lifeguard on duty. Accordingly, persons using the beach or pool 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 ocean, pool, adjacent street.

**FURNITURE:** All furniture must be returned to its original location on Guest's departure, or an additional charge will be made.

**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 some of the properties are 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.

NO parking of RVs on the premises is allowed. Any ATV type vehicle must be trailered so as not to mark the driveway with stains. Any oil stains or drips, excessive tire markings will incur a \$100 power washing fee, charged to card on file.

**KEYS** - Lost keys will incur replacement costs of \$25.

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

We have a **QUIET TIME POLICY IN PLACE AT ALL TIMES FOR ALL GUESTS. NO OUTDOOR MUSIC OR GATHERING AFTER 12:00 MIDNIGHT ON ANY NIGHT.**

**NO PARTIES** - This is not a party house. The Renter must be 25 years of age to book this Vacation Rental. Any special occasions such as Prom parties, graduation parties, weddings, receptions, family reunions or increase of occupants must be disclosed at the time the reservation is made and is subject to Owner's advanced approval. Adults cannot rent property on behalf of underage guests, no exception. Pre-approved prom or graduation parties must have 3 parent-aged adults present at all times, including person booking the stay. An of the above situations will constitute an event and be required to pay a non-refundable event fee of \$600.

**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 & 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 ALLOWED.** If you bring a pet(s), There will be pet fee assessed per pet with a 30# limit, which must be disclosed/paid when booking online.

**MAXIMUM OCCUPANCY** - is listed on the website for your rental property.

damage when that duty is imposed bylaw.

**CHECK-IN & CHECKOUT** - Check-in is at 4:00 PM and checkout is 10:00 AM. Guests may arrange for extra nights in advance to avoid any late checkout fees. (\$50 per hour) Extra nights are charged at the daily rate and may be granted if available. 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 guest manual, located in the cottage, that includes a check out list and to ensure that the keys are placed back in lock boxes (if applicable).

Because of the nature of Owner's business (short term winter and summer 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 summer and winter 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

**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.

**There is ABSOLUTELY NO USAGE ALLOWED ON THE RENTAL PROPERTY OF THE FOLLOWING: SEAFOOD BOILERS, FRYERS GRILLS, OTHER THAN WHAT IS PROVIDED, OR ANY TYPE OF GAS-POWERED BURNER, OR CHARCOAL BURNER**  
If there is any evidence or visual recognition of any of the above mentioned  
Items, such as grease marks or burn marks on decks, tables, concrete, there will be an automatic charge of \$750.

**Disclaimer:**

Renters understand that the Homeowners are not responsible for any personal injury caused by slipping on wet pavement or 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. If the property includes a cargo lift, that lift is designed for CARGO ONLY and are used at the risk of the renter. The Cargo lift is to assist with luggage and items that must be taken upstairs. The cargo lift is provided as a help for items and not for human use. Please utilize the equipment in the manner that is described only. Misuse could result in injury and the owner/management will not be held responsible for injuries due to misuse of equipment.

This agreement and disclaimer apply to Renters and 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	Sand Dollar Realty & Beach Vacations Agent
Signature	Signature
Date	Date

**PLEASE READ THE FOLLOWING COVID19 POLICY  
COVID POLICY**

At Sand Dollar Beach Vacations, we take health and wellness seriously. We have put protocols in place for our cleaning and sanitation crews to ensure that we do everything possible to prevent the spread of disease. Because of this, we will not offer early check-ins or late check outs on any of our properties.

In the following paragraphs, you will find guidelines taken directly from the most up to date sources of DSHS of Texas to provide our patrons and guests with guidance during these precarious times.

We would ask that our patrons please take necessary precautions to prevent the spread of COVID19 using reasonable measures to keep themselves and others healthy. We will provide the same for each of our properties by accommodating contactless check ins and limited contact with our personnel unless there is an emergency. We would ask that groups larger than 10 in a particular property stay as much with in your group as is possible. Individuals should, to the extent possible, minimize in-person contact with others not in the individual's household. Minimizing in-person contact includes maintaining 6 feet of separation from individuals. Other measures, such as wearing a face covering or mask, washing or sanitizing hand frequently, and avoiding sharing utensils or other common objects are advised to limit the spread of the disease.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable. Please note, public health guidance cannot anticipate every unique situation. Individuals should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization.