

“TERMS AND CONDITIONS”

RESERVATIONS

The Renter / Responsible party must be 25 years of age or older unless accompanied by an adult guardian or parent. If the accompanying guardian is not present we will evict without refund. Families are encouraged to stay.

MINIMUM STAY

Fall, Winter, Spring: 2 night minimum stay on weekends, no minimum during the week.

Summer: 3 night minimum stay on weekends, 1-2 night minimum during the week.

Holidays: 3 to 4 night minimum stay depending on the holiday.

PAYMENTS AND TAXES

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

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.

A \$500.00 Damage Deposit credit card authorization or check is due within 7 days in advance of arrival. Damage Deposit are not initially charged before or during stay, though we reserve all rights to charge the card on file or cash the Damage Deposit check if damages occur during Renter's stay. Renter will be additionally charged or liable for any damages that exceed the Damage Deposit should damage occur to the Property

If entire property is rented, final payment is due one month prior to arrival.

DAMAGE DEPOSITS NOT CHARGED

Your credit card on file for the Damage Deposit or check will not be charged for damages if:

No damage is done to the Property or its contents, beyond normal wear and tear. No charges are incurred due to contraband, pets or collection of rents or services rendered during the stay.

All debris, rubbish inside and outside of Unit is discarded and placed in garbage cans.

All dishes are washed and put away prior to departure.

All keys are left in the lockbox and unit is left locked.

All charges accrued during the stay are paid prior to departure.

No linens are lost or damaged.

No early check-ins or late check-outs were made (unless approved by management). The Renter is not evicted by the Management (or representative of the Owner), including but not limited to local law enforcement.

There has been NO SMOKING in the Unit. If we find any evidence of smoking inside the home, the Responsible Party will be charged \$200 (two hundred dollars) minimum.

USE AND OCCUPANCY

Renter may use the Property as a private residence only. While we understand that you may have additional guests over, no parties, large groups or additional overnight guests are allowed. Exceeding the maximum occupancy or having parties/large groups at the property will 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:

Tipis Maximum occupancy: 6 Guests maximum per Tipi

Any evidence occupancy is over the limits of what is stated in the contract will be subject to eviction and may be charged damages.

PARKING RULES

Renter may not permit more than 2 vehicles including but not limited to automobiles, trucks, trailers, motorcycles, jet skis and boats unless authorized in writing by Landlord. Renter may not park or permit any person to park any vehicles on grass.

SAFETY AND CHILDREN

Safety and security is the sole responsibility of the renter. Property owner(s) or management 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 loved ones.

PETS

We do not allow pets on any of 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 management. If we find evidence of unauthorized pets, the Responsible Party will be charged \$200 (two hundred dollars minimum). If Renter violates this Paragraph 9 or any agreement to keep a pet on the property, Landlord may take any or all of the following actions:

Remove or cause to be removed any unauthorized pet and deliver it to appropriate local authorities

Charge to Tenant the Landlord's cost to:

- a) remove any unauthorized pet
- b) exterminate the Property for fleas and other insects
- c) clean and deodorize the Property's carpets and drapes; and
- d) repair any damage to the Property caused by a pet

INCLUSIVE FEES

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

NO DAILY MAID SERVICE

While linens and bath towels are included with the Unit, daily maid service is not included in the rental rate, however it is available at an additional rate and request. We suggest you bring beach towels. We do not permit towels or linens to be taken from the Unit under any circumstances.

ACCESS BY LANDLORD

Before accessing the Unit, Landlord or anyone authorized by Landlord will first attempt to contact Renter but may enter the Unit at reasonable times without notice to make repairs or clean. Additionally, Landlord or anyone authorized by Landlord may peacefully enter the Unit at reasonable times without first attempting contact to 1) survey or review the Units condition and take photographs to document the condition; (2) make emergency repairs. If Landlord or Landlords agents have made prior arrangements with Renter to access the Unit and are denied or not able to access the Unit because of Renter's failure to make the Unit accessible, Landlord may charge Renter a trip charge of \$75 (seventy-five dollars).

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, 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.

OTHER RULES

Fireworks and open flames are prohibited. Outdoor grilling and marshmallow roasting is allowed only in designated pits.

Noise must be controlled with no loud music, loud talking, or excessive noise after 11:00 p.m.

Please be respectful of the neighboring Units and guests as well as neighbors and their property. No trespassing on neighboring properties, it is strictly forbidden. Air conditioning should not be set lower than 70 degrees to avoid freezing the units. Our septic system is sensitive! 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.

GUADALUPE RIVER

The Guadalupe River and Geronimo Creek are beautiful natural attractions, but are subject to occasional wet-weather flooding during heavy rains. The living areas of the Unit are built above the flood-way though the parking 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 this situation becomes a reality 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:

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

SNAKES

The Reservation on the Guadalupe Property is located in a natural environment. Though extremely rare on the premises, snakes may be present. To limit your and your Occupant's exposure please inform all occupants to stay on pathways and roads and use a flashlight when walking at night.

RATE CHANGES

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

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.

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.

RENTERS SAFETY RESPONSIBILITY

Renter is responsible for the safety and well-being of all Occupants and will promptly notify Management 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.

“Cancellation Policy”

A 5% transaction fee will be charged for cancellations outside of a month. A thirty (30) day notice is required for cancellation or changes that result in a shortened stay and sixty (60) days if you have the whole property rented. Cancellations that are made within thirty – sixteen days (30-16) days prior to the arrival date will incur a \$75 cancellation/administrative fee. Cancellations and changes that result in a shortened stay that are made within fifteen (15) days of the arrival date, forfeit the full advance payment. Cancellation or early departure does not warrant any refund of rent or deposit. Landlord has the right to cancel with a thirty (30) day notice to Renter. If Owner cancels for any reason, a full refund will be compensated to the Renter.