

Cypress Creek Vacation Homes Rental Agreement

This Short Term Rental Agreement (the "Agreement") is made by and between Henry Ault and/or Suzanne Oliver ("Homeowner") and ("Guest") as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. **Properties:** Casa Blanca (VRBO listing number 452233); Island House (VRBO listing number 318647); The Blue Hole House

These properties are furnished and include a fully equipped kitchen, towels, bed linens, cable TV and WiFi.

2. **Term of the Lease-Dates of Stay:**

Check-in time: 4pm

Check-out time: 11am

3. **Minimum Stay:** These properties require a 2 night minimum stay. Longer minimum stays may be required during holiday periods.
4. **Rental Rules:** Guest, and all members of their party, agree to abide by the Rental Rules at all times while at the property.
5. **Access:** Guest shall allow Homeowner access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner.
6. **Damage Deposit and Additional Fees:** The damage deposit is for security and shall be refunded within 14 days of the Checkout Date provided no deductions are made due to:
 - i. damage or theft of the property or furnishings;
 - ii. dirt or other mess requiring excessive cleaning; or
 - iii any other cost incurred by Homeowner due to Guest's stay.

If damages, losses or excessive cleaning costs exceed \$200, additional charges will be billed to the guest.

7. **Cancellation Policy:** If Guest wishes to cancel his/her reservation, the deposit will be refunded as follows:

100% of the total rental deposit amount if cancelled 30 days or more prior to the Check-in Date less \$50 bookkeeping fee.

50% of the total rental deposit amount if cancelled less than 30 days prior to the Check-in Date, subject to the rental of the property to another guest for the same rate. A \$50 bookkeeping fee will be charged.

8. **Insurance:** We encourage all renters to purchase traveler insurance.

Home Rental Rules

1. Smoking is NOT allowed inside the house. Smoking is allowed outside only-PLEASE DISPOSE OF CIGARETTE BUTTS IN OUTSIDE TRASH.
2. People other than those in the Guest party may not stay overnight in the property. Any other person in the property is the sole responsibility of Guest.
3. The homeowners are not responsible for any accidents, injuries or illnesses that occur while on the premises. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.
4. Keep the property and all furnishings in good order.
5. Only use appliances for their intended uses.
6. Pets are NOT allowed.
7. Parking is limited to 3 vehicle(s). Vehicles are to be parked in designated parking areas only. Parking on the road or in the yard is not permitted. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.
8. There is no daily housekeeping service. While linens and bath towels are included, daily maid service is not included in the rental rate.
9. The homes are on a septic or grinder system. These systems are effective; however, please be conservative with water use at all sinks and shower, and ***DO NOT FLUSH*** anything other than toilet paper. No feminine products or other items should be flushed at anytime. If it is found that feminine products or other items have been flushed and clog the system, you could be charged damages for the cost of repair.
10. Guest must not cause noise that is too loud for the setting, disturbs the neighbors, or is in violation of Wimberley Village or Woodcreek city codes.
11. Use of the barbeque grill must comply with local ordinances and grill must be completely shut off and propane tank valve closed after use.
12. Fireworks and firearms are not permitted on the premises.
13. Storms/Natural Disasters: disaster refunds will be given under the following circumstances:
 - The state or local authorities order mandatory evacuations in a "Tropical Storm/Hurricane Warning area" and/or
 - A "mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning" area of residence of a vacationing guest.
 - In these events we will refund:
 - Any unused portion of rent from a guest currently registered;
 - Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten the stay, to come in after the Hurricane Warning is lifted; and
 - Any advance rents collected or deposited for a reservation that is scheduled to arrive during the "Hurricane Warning" period.