



211 Elm Lodge Dr., Kingsland TX 78639 / 512-658-7540

### **Rental Agreement**

We look forward to your visit! This is a rental agreement is between the renter (Renter) and Lake Me Away LLC (LMA) which has been contracted as a representative of the property owner. LMA expects that all Renters will treat the rental property as you would your own home and follow the policies detailed below.

1. *Renter/Guest Qualifications.* Renter must be at least 25 years old and must occupy the property for the entire duration of the rental period. All guests staying in the home and their ages must be on the guest list. Guest List must be provided to LMA as soon as possible, but is required a minimum of two weeks before check-in. Total guests must not exceed maximum capacity for the property. Unregistered occupants are not permitted on a daily basis without approval. If a violation of the maximum occupancy for the property occurs, all or some guests must vacate the property at LMA's discretion without refund. LMA and the Owner reserve the right to refuse rentals to anyone, of any age, at any time.

2. *Reservations.* Reservations are subject to receipt of a 25% reservation deposit, submission of a guest list, security deposit and the understanding that guest will adhere to the terms and conditions provided by LMA detailed herein, which includes but is not limited to: No parties, no excessive noise and no illegal activity. No pets except those approved through completion of the pet policy and paid pet deposit, and no smoking in the home. If at any time, LMA receives information about excessive noise or rule violations of any kind, LMA has the right to evict Renter and all occupants immediately and to bill Renter's credit card on file a minimum service fee of \$250 with no refund of the balance of the remaining reservation. Your reservation will be confirmed once the reservation deposit, damage waiver or security deposit, guest list and signed rental agreement are submitted.

3. *Rental Expense and Cancellation.* A deposit of 25% of the total rental is due upon booking. Full payment is due 30 days prior to check-in and is non-refundable. Travel insurance is strongly recommended.

4. *Property Damage.* Each reservation is quoted with a Damage Waiver as a separate line item that protects you against accidental damage done to the property. This waiver does not cover intentional damage, excessive wear and tear, damage from smoking, pets, additional cleaning of stains or spills, fines of any kind, excessive trash, or excessive damage over \$3000. Guest acknowledges that any damage exceeding \$3000 in repairs will be billed to the credit card on file.

The Damage Waiver protects against accidental damage to the home or contents up to the maximum amount of \$3000, provided Renter discloses the damage to LMA, in writing, PRIOR to check-out. Certain

terms and conditions apply. Full details of the Damage Waiver are contained in the Certificate of Insurance provided to you. By submitting payment for this plan, you authorize CSA Travel Protection to pay LMA directly any amount due for covered replacement or repairs.

5. *Cancellation or Relocation.* Any change or cancellation to a reservation by Renter, must be in writing. If Renter cancels reservation 31 days or more before the check-in date, Renter will be refunded the rental fee, less a cancellation fee of \$50. If Renter cancels reservations less than 30 days before the check-in date, Renter will not be refunded. LMA reserves the right to substitute an equivalent or superior property, or pay a refund, at LMA's discretion, if the property is unavailable. LMA does not accept any liability for any inconveniences arising from any property unavailability or temporary defects in the property such as utility disruption, weather conditions, natural disasters, acts of God or other reasons which could adversely affect the Renter's stay. LMA will work diligently to address any maintenance or related issues as they occur. No refunds will be given for weather related delays or cancellations. **Travel Insurance is highly recommended.**

6. *Check-In/Check-Out.* Check-in time is 4:00 PM. Check-out time is 11:00 AM. LMA check-out instructions are provided in the home directory. Please follow these instructions. A \$100 fee or greater for late check-out will be charged if Renter has not vacated the property by check-out time. A \$25 fee will be charged for lost keys.

7. *Cleaning.* Each property will be inspected and cleaned following departure. Renter must leave the property in the same general condition that Renter received it. This includes cleaning dishes, removing trash and returning everything to its original position. If anything more than normal cleaning is necessary due to spills, trash left on site, unclean dishes, stains to furniture, carpeting, linens, paint, wallpaper or flooring, Renter authorizes LMA to bill appropriate charges to the Renter's credit card on file. If any sign of smoking is discovered, Renter authorizes LMA to charge Renter's credit card a minimum of \$500 cleaning fee.

8. *Use of Property.* Renter is restricted to the specific property rented. Renter agrees to locate, observe and adhere to all rules and policies posted at the property. If the property has a boat lift, you agree to obtain and abide by LMA's boat lift instructions. Renter and all guests must vacate the property and will forfeit the rental and security deposit for any of the following: (1) Using the premises for any illegal activity, (2) causing substantial damage to the property or to that of any neighboring properties, (3) occupancy exceeding the maximum capacity, (4) other acts which substantially interferes with neighbors' right to quiet enjoyment of their property, or (5) Police called to property for any reason. Please DO NOT trespass on neighbors private property including lawn areas, boat docks, etc.

9. *Property Access.* LMA reserves the right to enter the property at any time during Renter's stay.

10. *Utilities, Services, Amenities.* In the event of any property, equipment utility or other malfunction, please call LMA, we will attempt to have the repair or correction made as quickly as possible.

LMA will provide a starter amount of paper & soap products (i.e. toilet paper, paper towels, laundry detergent, dish soap, dishwasher soap, etc.). Although we provide an initial inventory of consumables,

please plan to bring any special items you are accustomed to, as well as an additional stock of personal items such as bath products and toiletries. Beach towels are not provided. LMA is not liable for inconvenience arising from any temporary defects or stoppage in supply of water, gas, electricity or plumbing or nonperforming appliances or equipment at the property.

11. *Pools / Hot Tubs / Lake Swimming:* Lifeguards are not on duty. Children under the age of 16 years of age are not allowed in the pool or hot tub unless accompanied by an adult. Renters of all ages are advised to wear a life jacket at all times when swimming in the lake. No glass containers are allowed in the pool or hot tub area. Renter acknowledges that pools, hot tubs, lakefront and the surrounding deck spaces can be slippery and dangerous. Please use caution. Renter acknowledges that neither the Owner of the property nor LMA is liable for any injuries related to the use of these areas.

12. *Pets.* A maximum of two (2) Dogs are permitted in some properties. Renters must maintain control of pets at all times. When outdoors, dogs must be in a fenced area or leashed at all times. Unless the rental policy specifically allows pets in the home, if any sign of a pet is discovered, Renter authorizes LMA to charge the Renters credit card on file an additional minimum \$500 cleaning fee. Renter/Guest will also have to remove the pet or vacate the premises. See the pet policy for additional information and terms and conditions.

13. *Boat Docks, Boat Lifts, Jet Ski Ramp Use:* Some homes make boat slips, boat lifts and/or jet ski ramps available for Renter use. Please refer to the Boat Dock Instructions for additional information. Renter acknowledges that neither the property Owner nor LMA is responsible or liable for any damage to the Renters watercraft.

14. *Owner Changes to Property.* Every effort is made by LMA to insure that all property listings are as accurate and complete as possible. However, LMA is not responsible for any property or amenity changes implemented without the knowledge of LMA. Listing details such as descriptions, rates, amenities and terms are subject to change without notice.

15. *Sale Contingency.* In the event that the home Renter has reserved is for sale, and/or a party enters into a contract to sell, LMA reserves the right to provide the Renter with a comparable property at no additional charge. Showings are by appointment and only with the Renter's approval.

16. *Limitation of Damages.* WITHOUT WAIVING OR RESTRICTING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES SPECIFICALLY AGREE THAT THE INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT, SPECIAL AND PUNITIVE DAMAGES AVAILABLE TO RENTER AGAINST LMA BASED UPON BREACH OF CONTRACT (WRITTEN, ORAL OR IMPLIED) OR ANY OTHER THEORY OF LIABILITY IS SPECIFICALLY LIMITED SOLELY TO THE ACTUAL AMOUNT OF MONEY PAID TO, OR DEPOSITED WITH, LMA BY RENTER.

17. *Risk of Loss/Indemnity.* THE RENTER AGREES TO ASSUME ALL RISK FOR ANY AND ALL DAMAGES TO PROPERTY OR PERSONAL PROPERTY BY RENTER OR GUESTS. THIS WAIVER INCLUDES ANY NEGLIGENT ACTS OR OMISSIONS CAUSED DIRECTLY OR INDIRECTLY BY RENTER or GUEST. THE RENTER FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS LMA and OWNER, INCLUDING ITS OFFICERS, DIRECTORS,

OR EMPLOYEES, FROM ALL CLAIMS, CAUSES OF ACTION, DAMAGES AND LIABILITIES, INJURY OR LOSS THAT IN ANY WAY ARE CAUSED BY, ARISE OUT OF, RESULT FROM, OR GROW OUT OF ANY RENTER or GUESTS USE OF THE PROPERTY OR PERSONAL PROPERTY AT THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, INJURY AND LOSS THAT IN ANY WAY ARE CAUSED BY, ARISE OUT OF, OR RESULT FROM THE NEGLIGENCE, GROSS NEGLIGENCE, OR RECKLESSNESS OF RENTER or GUESTS. Finally, Renter assumes all risks associated or related to use of any dock, hot tub, pool or natural water body, including but not limited to water sports, by Renter or Guests. Renter acknowledges surrounding patios/decks/docks can be dangerous. With full knowledge of the above facts, Renter accepts and assumes all risks involved in or related to the use of these areas.

18. *Law/Venue*. This contract shall be interpreted and enforced under the laws of the State of Texas. Venue for any litigation, claim or controversy that arises out of or relates to the entrance of this agreement, the terms of this agreement, or the breach of it, shall be exclusively in Llano County, Texas.

19. *Separability*. If, for any reason, any provision of this agreement is held invalid, all other provisions of this agreement shall remain in effect.

20. *Entire Agreement*. This instrument is the entire agreement of the parties. Oral changes have no effect. It may be altered only by a written agreement signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

AGREED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Renter: \_\_\_\_\_

Printed name

\_\_\_\_\_

Signature