

THE SAND CASTLE at Sterling Shores

#70 Beach Front Drive, Matagorda Beach TX 77457

For a RELAXING vacation less than 2 hours drive from Houston

www.texassurfspot.com



The Legendary Texas Surf Shack. On The Beach, facing The Gulf of Mexico!

FEATURES: Large covered Deck, overlooking The Dunes and The Gulf of Mexico. Relax, watch the water, birds, catch some rays, half bath downstairs with outside shower; screened in porch downstairs. The house sleeps 7. There are 2 full size beds, one in each bedroom. 3 Twin beds in den. A/C – Central Heat/Air, a ceiling fan + 2 small fans.

PROVIDED: Beds, sheets, pillows (2 double + 3 twins), Satellite TV, FM Stereo with Docking Station, refrigerator, stove, microwave, coffee maker, pots/pans, plates, cups, silverware, washer/dryer, laundry detergent, cleaning agents, dish soap, trash bags, SOS pads, sponges, toilet paper. **MAID DOES LAUNDRY, BATHROOMS, MAKES BEDS, SWEEPS & MOPS ONLY AT CHECKOUT.**

NOT PROVIDED: **Towels**, blankets, blender, food, drinking water, ice, beer / wine, foil, paper towels, bath soap, shampoo, radio, flashlight, sun screen, deep woods OFF / Cutter yard guard spray, (available in Matagorda).

***No Smoking *No RV hookups. *No open coal barbecue or candles. DO NOT BBQ ON THE DECK!!!** Fire is a real hazard. The house next door burned down (Now re-built). **Dogs must be showered, dried before they enter house No dogs on beds/couch/or in screen porch area.** (You will be responsible for damage to any screens, etc...).

***House must be left neat and clean, as you found it (with your trash hauled off). Take it with you.**

You are ultimately responsible for your party and any loss, injury or damage created by your guests or party. These things are for your use and enjoyment, so do not rearrange/move, take/steal or break anything, please. This is also my house, I actually live here. It's not just a vacation rental.

AREA FACILITIES: Sandy beach, RV park, picnic tables, swimming, public restrooms, showers, fishing pier, inland lake behind the dunes that you can drive to, public boat ramps at Jetty Park River Pier and The River bend Restaurant, (Best Places To Eat) the Water Front Restaurant at Matagorda Harbor and Spoonbills Restaurant. For Spirits, The Salty Dog Liquor store. Rawlings Bait Camp. **CLOSEST PLACE FOR BEER/ICE / Also has boat launch.**

HOW TO GET THERE: From I-45 South to 288 south, to 35 west, to 60 south in Bay City through Wadsworth to Matagorda. Left at bridge (FM 2031) in Matagorda. Over Bridge (the Intercoastal Waterway). Drive to coast- about 7 miles- Colorado River on right. Left at two rows of beach houses (Sterling Shores). #70 Beach Front Dr. is about halfway along on the right **BEACH SIDE.**

SCHEDULE YOUR GETAWAY AT THE SAND CASTLE:

Call: Barry Anderson 214-597-0204 Do NOT have email, so please call.

KEY: Can be picked up and dropped off **By arrangement.**

CHECK IN / OUT: "Check In Time" is not before 2PM and "Check Out Time" is before 11AM

Please read rental agreement carefully for instructions, terms, conditions.

#1

KEEP THIS COPY AND BRING TO BEACH HOUSE

Contact: Barry Anderson 904 Cadiz St Dallas, TX 75215 Phone: 214-597-0204

**THE SAND CASTLE AT STERLING SHORES
#70 BEACH FRONT DRIVE, MATAGORDA BEACH, TEXAS 77457**

www.texassurfspot.com

TENANTS ARE NOT TO SET FIREWORKS OFF ON THE PROPERTY.

AIR CONDITIONER: I WOULD APPRECIATE IT IF YOU ARE OUT FOR AN EXTENDED PERIOD OF TIME THAT YOU SWITCH OFF THE AC AND LIGHTS.

LOCK DOORS: PLEASE LOCK ALL DOORS/WINDOWS IF YOU LEAVE THE HOUSE.

PATH TO THE BEACH: WALK TO THE END OF THE YARD AND THEN LEFT TO THE PATH THROUGH THE DUNES.

SAND & SHOWER: PLEASE SHOWER OUTSIDE (DOWNSTAIRS) TO GET EXCESS SAND OFF BEFORE YOU USE THE BATHROOM SHOWER. THE SAND BLOCKS THE DRAIN (Septic tank).

SEPTIC TANK: DO NOT POUR ANY GREASE DOWN THE DRAINS. ABSOLUTELY DO NOT PUT TAMPONS, PAPER TOWELS, Q-tips, ETC. DOWN THE TOILET. THEY BLOCK THE DRAIN. THIS HOUSE USES A SEPTIC TANK DRAINAGE SYSTEM. PLEASE USE WATER REASONABLY AND FLUSH SPARINGLY SO THE SYSTEM WORKS PROPERLY FOR YOU.

THE HOUSE IS RENTED TO NO MORE THAN 7 OCCUPANTS: NO BIG PARTIES (DECK WILL NOT SUPPORT A LOT OF PEOPLE). WHICH WILL DISTURB NEARBY RESIDENTS. NEIGHBORHOOD WATCH REPORTS ALL SUSPICIOUS ACTIVITIES. I DO NOT RENT TO MINORS & NO MINORS ARE TO BE LEFT UNSUPERVISED. NO FIRE ARMS. NO RV HOOK UPS. **NO OPEN COAL BARBECUE OR CANDLES BECAUSE OF FIRE HAZARD. DO NOT BBQ ON THE DECK!!!**

OUT GOING RENTERS: HOUSE MUST BE LEFT NEAT AND CLEAN, AS YOU FOUND IT. IF THE HOUSE IS NOT LEFT CLEAN AND TIDY (NORMAL USE), I WILL HAVE TO CHARGE YOU FOR THE ADDITIONAL CLEAN UP / REPAIR... SUCH AS UNSIGHTLY SPILLS IN REFRIGERATOR & OVEN, REPAIRING SCREENS, ETC. PLEASE NOTIFY ME OF ANYTHING REQUIRING IMMEDIATE ATTENTION. **MAID** DOES LAUNDRY, BATHROOMS, MAKES BEDS, SWEEPS & MOPS ONLY AT CHECKOUT.

NOT RESPONSIBLE FOR INJURIES TO YOU OR ANYONE IN YOUR PARTY/RENT AT YOUR OWN RISK.

“CHECK IN TIME” 2PM. “CHECK OUT TIME” 11AM.

CHECK LIST FOR WHEN YOU CHECK OUT:

DONE

- 1. YOU MUST RETURN KEYS **TO THE PLACE YOU FOUND THEM.** _____
- 2. YOU MUST SWITCH OFF **ALL LIGHTS / AC UNIT, INCLUDING ALL DECORATIVE LIGHTING.** _____
- 3. YOU MUST TAKE YOUR TRASH WITH YOU—WE DO NOT HAVE TRASH SERVICE HERE (LANDFILL BEHIND CEMETERY ON LEFT ENTERING MATAGORDA). _____
- 4. YOU MUST CLOSE & LOCK **ALL WINDOWS / DOORS.** AND LATCH SCREEN DOOR DOWNSTAIRS. _____
- 5. YOU MUST CLEAN FISH TABLE THOROUGHLY. HAUL **ALL SCRAPES-SCALES OFF PROPERTY.** _____
- 6. **CLEAN REFRIGERATOR, STOVE-GREASE, MICROWAVE, DISHES, COFFEE POT THOROUGHLY IF YOU USE THEM; TAKE ALL YOUR FOOD, BELONGINGS WITH YOU. REMOVE ALL DOG CRAP & HAIR, CIGARETTE BUTTS, BOTTLE CAPS, BROKEN GLASS, AND TRASH FROM HOUSE & YARD.** _____
- 7. THE MAID IMMEDIATELY REPORTS ANY MIS-ADVENTURE TO ME OR THE POLICE. _____

TO SCHEDULE YOUR GETAWAY AT THE SAND CASTLE Complete form and mail payment to Barry Anderson 904 Cadiz St Dallas, TX 75215. If you miss your scheduled dates, your rent is non-refundable; the security deposit of \$150 will be refunded. Deposit will be returned after property and keys OK'd.

Full Payment, Rent, Deposit, and Taxes Must Be Paid at the time of the reservation.

Name _____ Address _____ City/St _____
 ZIP _____ Phone _____ Cell _____ email (print) _____
 Check in date ___/___/___ Check out date ___/___/___ # of nights _____ # of occupants _____
 Rent: \$ _____ + security deposit \$150 + Hotel Tax: 6% of the rent: \$ _____ Total \$ _____

Signature(s) _____ Date _____

By signing this form, paying the set rent and deposit I/we agree to follow the instructions & terms as described above.

You must provide a copy of a valid driver's license

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DO NOT TOUCH LANDSCAPING, SHELLS, POTTED PLANTS, OR ANY OTHER DECORATIVE ITEMS. PLEASE LOOK, BUT DO NOT TOUCH. THANK YOU.

AREA FACILITIES: Sandy beach, RV park, picnic tables, swimming, public restrooms, showers, fishing pier, inland lake behind the dunes that you can drive to, public boat ramps at Jetty Park River Pier and The River bend Restaurant, (Best Places To Eat) the Water Front Restaurant at Matagorda Harbor and Spoonbills Restaurant. For Spirits, The Salty Dog Liquor store. Rawlings Bait Camp. **CLOSEST PLACE FOR BEER/ICE / Also has boat launch.**

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VACATION RENTAL AGREEMENT: This agreement is between the Owner and Renter(s). Reference to Owner will mean the Property Owner, reference to the Property Manager will refer to the Property Manager and reference to Renter will mean the Renter identified above. The Parties agree as follows: Above Renter is an adult and will be an occupant of the unit during the entire reserved period. Other occupants will be family members, friends or responsible adults. Use of the premises will be denied to persons not falling within the foregoing categories and as a result they would have to vacate the Property immediately without any refund. No lock box combination will be issued to anyone who is not an adult. **FOR THIS AGREEMENT AN ADULT IS ANYONE 25 YEARS OR OLDER.**

NO BUSINESS OR COMMERCIAL ACTIVITY: Rentals under this agreement are for individual residential use only. Renter is prohibited from engaging in commercial activity on the premises and is prohibited from bringing persons onto the premises for business purposes.

PETS: Dogs only allowed.

SMOKING: NO SMOKING allowed inside Property. Should there be any smoking done outside all cigarette butts should be discarded in ashtrays when you leave. Should the housekeeper have to pick up any remaining cigarette butts from outside of the Property there will be a deduction from your deposit.

CANDLES: NO CANDLES allowed inside or outside of Property. No fire of any kind allowed ie: bonfires etc. BBQ smoker/cooker use can be done outside. No cooking on wooden or near wooden decking. All charcoal should be disposed of properly to not cause any fire or fire hazard and removed from the Property when Renters vacate the Property.

NO FIREWORKS ALLOWED: Renters or guests on premises may not explode or ignite fireworks on or around the premises of the rental Property. Any violation of this policy will result in loss of 100% of Security Deposit.

TRASH REMOVAL is the responsibility of the Renter. Any trash left that has to be removed and taken to the local trash disposal area will be a \$50 charge plus \$10 per bag that is removed.

SECURITY DEPOSIT: The security deposit is \$150 for vacation rental. Security deposit is fully refundable within 14 days of check-out provided that real and personal Property are in the same condition as when occupancy commenced and all terms of this agreement are met. Renter is liable for all replacements and repairs that are outside what is normal wear and tear. All trash left behind in the rental will be removed by Property Manager with a deduction from your deposit per the agreement. **(SEE TRASH REMOVAL ABOVE)**

PAYMENTS ACCEPTED: Money order, cashiers check or personal check are accepted.

PAYMENT PROCESSING VIA MONEY ORDER, CASHIERS CHECK OR PERSONAL CHECK: Security Deposit is \$150 plus Rent and Taxes, and must be mailed at the time of booking. Reservations will NOT be confirmed until the deposit, rent and taxes is received in our office. **Deposit, Rent and Taxes must be paid at the time of the reservation. TOTAL RENTAL COST must be received prior to your arrival so that your check clears the bank. If check is returned due to NSF, Renter will be charged \$50. Lock box combination will not be issued until the day of check in. Checks should be made payable to Barry Anderson and mailed to 904 Cadiz St, Dallas, TX 75215.**

DATE CHANGES: Changes can be made if requested dates are available.

RESPONSIBLE PARTY: The responsible party will be the renter whose name and signature are on the Vacation Rental Agreement. This renter is responsible for the reservation and also for all other guests and dogs included in the rental of the home.

EARLY DEPARTURES: There will be no refund for early departures under any circumstances. The renter is responsible for the number of days reserved on the Vacation Rental Agreement with no exceptions. It is the renter's obligation to double check the reservation dates.

CANCELLATIONS: A thirty (30) day notice in writing and received in our office via e-mail or postal mail prior to the arrival date is required for cancellation from the Responsible Party. Owner is not responsible for weather conditions or personal illnesses or injuries. Below is the schedule of penalties for cancellations:

All Cancellations: 100% of Deposit

Cancellation Less Than 15 Days before Arrival Date: 100% of TOTAL RENT PAID.

Cancellation Less Than 16-30 Days before Arrival Date: 50% of TOTAL RENT PAID.

EXIT CLEAN-UP: Renter(s) will be expected to remove all food items from the refrigerator that were brought. All dishes must be cleaned and put away. All trash must be removed from premises and taken with you or to the nearest waste disposal area which is on cemetery road. Upon inspection of the Property following your stay, the Property Manager reserves the right to charge for any additional services required to return the Property to the state it was in prior to arrival. Excess garbage, broken fixtures or furniture, stains and scrapes on tables and furniture, missing amenities and linens or damage to the Property resulting in gross negligence are examples of chargeable items. Any additional fees will be paid in cash, check, money order or deducted from deposit. Items that are left at the Property are not the responsibility of the Property Manager to return and they will be disposed of after cleaning is complete. Owner or Property Manager retains the right to enter the Property at any time.

CHECK IN*: Check in time is 2:00 p.m. Early check-in time is allowed only when the Property is cleaned and ready for occupancy. **PRIOR APPROVAL IS REQUIRED.**

CHECK OUT*: Check out time is 11:00 a.m. Please return the key to the lock box and hang the other key provided on the anchor on the wall, mix up the combination and close the protective black plastic cover on the lock box (MANDATORY). A \$30.00 per key fee will be charged for each lost key. You are being provided 2 keys.

***No early check-in or late check-out scheduled without prior approval of Owner. During summer months we cannot schedule ahead knowing we could have last minute rentals. Memorial Day to Labor Day we will not honor early check-in or late check-out.**

RENTER'S LIABILITY: Renter agrees to accept liability for any / all damages caused to the Property (other than normal wear and tear) by Renter or Renter guests, visitors, parishioners, clients, friends, family, pets, vendors or associates including, but not limited to, landscaping, misuse of appliance, and/or equipment furnished. Renter agrees to reimburse Property Owner for costs incurred to repair/replace damaged items by deduction from security deposit. If damages are in excess of the security deposit being held, Renter agrees that Property Owner or Property Manager on behalf of Property Owner has the right to charge above the security deposit, to fix any/every and all damages the Renter, Renter's guests, visitors, parishioners, clients, friends, family, pets, vendors or associates have caused.

SLEEPING CAPACITY/DISTURBANCES: Renters and all other occupants will be required to vacate the premises and forfeit the rental fee and security deposit for any of the follow: Occupancy exceeding the sleeping capacity stated on the reservation confirmation, using the premises for any illegal activity including but not limited to drug use, the possession of firearms, serving or consumption of alcoholic beverages by or to person(s) less than 21 years of age, causing damage to the premises rented or to any of the neighboring properties, any other acts which interferes with neighbors' right to quiet enjoyment of their Property. There will be no parties causing more people to be at the Property unless written prior arrangements have been made with Owner or Property management company.

GATHERINGS/PARTIES: No loud parties or organized gatherings without prior approval of Property Owner/Manager.

HOLD HARMLESS: Property Owner as well as Property Management do not assume any liability for loss, damage or injury to persons or their personal property. Neither do we accept liability for any inconvenience arising from any temporary defects or stoppage in supply of HVAC, water, electricity / electrical, plumbing, appliances, etc. Nor will Property Owner or Manager accept liability for any loss or damage caused by roof leaks, weather conditions, natural disasters, floods, acts of God or other reasons beyond their control. Lease at your own risk.

CATASTROPHIES: (hurricane, tornado, earthquake, flood, act of terrorism, etc.) If a catastrophe occurs the Owner and/or Property Manager is NOT responsible for any of the following:

- (a) Finding alternative lodging for the Renter
- (b) Renter's financial losses related to transportation or alternate lodging.
- (c) If, on the day the rental is scheduled to begin, the Property is uninhabitable, or the Property is not reachable by the Renter's usual means of transportation.
- (d) Access to the Property by visitors has been prohibited by authorities.

Owner / Property Management will at the option of the Renter either refund all money paid by the Renter for the vacation rental, including any deposit and prepaid rent or hold all funds for a future rental. If Renters are required by local authorities to evacuate the area, and actually do so before their stay in a vacation rental is completed, then the Owner will refund or hold for future rental a pro-rated portion of the unused rent, plus any deposit.

MANDATORY EVACUATION: Depending on storm conditions, governmental authority may require mandatory evacuation and may limit the size and type of vehicle that can move over the roadways. The Owner and/or Property Manager is not responsible for any losses, damages or injury to persons or property whatsoever before or after the announcement of an evacuation.

RELEASE AND INDEMNITY: The undersigned Renter for himself/herself, his/her heirs, assignors, executors, and administrators, hereby agrees to Indemnify, Defend, Release and Hold Property Owner and Property Manager Harmless FROM ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION by reason of any injury to the RENTER, RENTER'S GUESTS, VISITORS, PARISHIONERS, CLIENTS, FRIENDS, FAMILY, PETS, VENDORS OR ASSOCIATES TO PERSON OR PROPERTY OF whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests, visitors, parishioners, clients, friends, family, pets, vendors or associates as a result of, or in connection with the occupancy of the LEASED premises including any claim or suit arising there from. The Indemnity and Release in this paragraph will apply even if the damage or loss is caused in whole or in part by the ordinary negligence or strict liability of Property Owner or Property Manager.

ATTORNEY FEES: In any action concerning the rights, duties, or liabilities of the parties to this agreement, the party prevailing in litigation is entitled to recover reasonable attorney fees and costs. Make sure that you not only read, but that you clearly understand your lease. This lease is a legal binding written document/agreement between the Owner and you, the Renter.

By signing this lease contract / document, I / we agree to all the terms and conditions of the lease.

THANK YOU.