

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 + 1 small fan.

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, CLEANS BATHROOMS, MAKES BEDS, SWEEPS & MOPS ONLY AT CHECKOUT. THE MAID IS MY SISTER AND WILL CHECK AND REPORT ALL THINGS BROKEN, DAMAGED OR MISSING.**

NOT PROVIDED: Towels, blankets, blender, food, drinking water, ice, beer / wine, foil, paper towels, plastic cups, paper plates, plastic cutlery, bath soap, shampoo/other toiletries, 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!!! No BBOing on the deck or walkway or under the decks or on the fish cleaning table** 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 any / all damage to 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.

ADULTS (ONLY) - NO KIDS ARE TO HOOK UP, MESS WITH, DISCONNECT ANY TV OR SATELLITE COMPONENTS or HOOK UP ANY OTHER OR ADDITIONAL COMPONENTS like a Game Boy, DVD player, LAPTOP, etc. Please **DO NOT Unplug, Rearrange or Disconnect Any TV or Satellite Box wires, or Change the Settings on the Remote Control. This has Been a Very Big Problem for Me, the Maid and the Incoming Next Tenants that check in. 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 (now out of business), Best Places To Eat are the Water Front Restaurant at Matagorda Harbor and Spoonbills Restaurant. For Spirits, The Salty Dog Liquor store. Rawlings Bait Camp. **CLOSEST PLACE FOR BEER/WINE/ICE / Also has a 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.

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

KEY: Can be picked up and dropped off **by arrangement.** I'll text you the key lock box code the day prior to your check in to access the 2 keys, or call 214-597-0204 anytime.

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

YOU MUST KEEP THIS COPY AND BRING IT TO THE BEACH HOUSE

Contact: Barry Anderson 904 Cadiz St Dallas, TX 75215 Phone: 214-597-0204 #1 of 6

THE SAND CASTLE AT STERLING SHORES
#70 BEACH FRONT DRIVE, MATAGORDA BEACH, TEXAS 77457
www.texassurfsport.com

RENTERS ARE NOT TO SET FIREWORKS OFF ON THE PROPERTY.

AIR CONDITIONER: IF YOU ARE OUT FOR AN EXTENDED PERIOD OF TIME, AND AT CHECKOUT, YOU MUST SWITCH OFF THE AC AND LIGHTS, INCLUDING ALL DECORATIVE LIGHTING.

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: **ABSOLUTELY DO NOT POUR ANY GREASE DOWN THE DRAINS.** DO NOT PUT TAMPONS, PAPER TOWELS, Q-Tips, ETC. IN 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!!!** **No BBOing on the deck or walkway or under the decks or on the fish cleaning table**

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 SCRATCHES, SCRAPES, BURNS, WATER RINGS OR ANY DAMAGE TO FURNITURE, DÉCOR, BROKEN GLASS, DOORS, LIGHTS, ETC., ANY MISSING OR BROKEN ITEMS, SPILLS IN **REFRIGERATOR, OVEN, OR MICROWAVE**, REPAIRING **SCREENS**, ETC. PLEASE NOTIFY ME OF ANYTHING REQUIRING IMMEDIATE ATTENTION. **MAID** DOES LAUNDRY, BATHROOMS, MAKES BEDS, SWEEPS & MOPS ONLY AT CHECKOUT. **THE MAID IS MY SISTER AND WILL CHECK AND REPORT ALL THINGS BROKEN, DAMAGED OR MISSING.**

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

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

CHECK LIST FOR WHEN YOU CHECK OUT:

- | | |
|---|--------------------|
| 1. YOU MUST RETURN KEYS TO THE PLACE YOU FOUND THEM. | <u>DONE</u> |
| 2. YOU MUST SWITCH OFF <u>ALL</u> 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 THE LEFT ENTERING MATAGORDA. | _____ |
| 4. YOU MUST CLOSE & LOCK <u>ALL</u> WINDOWS / DOORS. AND LATCH SCREEN DOOR DOWNSTAIRS. | _____ |
| 5. YOU MUST CLEAN FISH TABLE THOROUGHLY. HAUL <u>ALL</u> SCRAPES-SCALES OFF PROPERTY. | _____ |
| 6. <u>CLEAN</u> REFRIGERATOR, MICROWAVE, STOVE, REMOVE ALL GREASE FROM SINK, WALLS, CABINETS & FLOORS, CLEAN DISHES & COFFEE POT THOROUGHLY IF YOU USE THEM. TAKE <u>ALL</u> YOUR FOOD & BELONGINGS WITH YOU. DO NOT LEAVE ANY TRASH, FOOD, MEATS, SHRIMP OR SEAFOOD IN THE SINK, REFRIGERATOR, OR TRASH CAN, DUE TO HORRENDOUS ODOR CONTAMINATION TO THE HOUSE. REMOVE <u>ALL DOG CRAP & HAIR</u>, CIGARETTE BUTTS, BOTTLE CAPS, BROKEN GLASS, AND TRASH FROM THE HOUSE & YARD. | _____ |
| 7. THE MAID IMMEDIATELY REPORTS ANY MIS-ADVENTURE TO ME AND THE POLICE. | _____ |
| 8. ALL ITEMS ON THIS CHECKLIST MUST BE COMPLETED IN ORDER TO GET YOUR DEPOSIT BACK. | _____ |

DO NOT TOUCH LANDSCAPING, SHELLS, POTTED PLANTS, OR ANY OTHER DECORATIVE ITEMS. PLEASE LOOK, BUT DO NOT TOUCH OR TAKE ANY SHELLS OR ANYTHING. YOU ARE JUST RENTING. THANK YOU.

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Complete form and mail payment to Barry Anderson 904 Cadiz St Dallas, TX 75215.

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.

- By signing and initialing this contract, you agree to all the terms and conditions of this rental contract and state that you have read and agree to accept and assume all responsibility, release, waive, indemnify, and hold harmless Property Owner/Manager, their heirs, etc. from any and all claims whether caused by you or not, your employees, staff, clients, associates, vendors, guests, visitors, friends, family, and pets.
- I have read and understand and agree to all the terms, conditions and instructions.
- I further understand that I, meaning you the renter(s), is solely responsible for any and all injuries to myself, my employees, staff, clients, associates, vendors, guests, visitors, friends, family, and pets.
- I understand and agree that I, and my employees, staff, clients, associates, vendors, guests, visitors, friends, family, and pets are using the house solely at my/our own risk.
- By execution hereof, I do hereby bind myself, my heirs, legal representatives, successors against filing any claim or claims against Owner/Property Manager. By execution hereof, I assume and agree to pay, perform and discharge any and all claims, liabilities or encumbrances owing with respect to the renting of this house.
- I also agree to pay and make all repairs for any/all damages to the house.

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 _____

Emergency Contact: Name _____ Phone # _____ Name _____ Phone # _____

By signing this contract/waiver I agree to release, waive and indemnify / follow all the instructions, terms and conditions as described within this 6 page Rental Contract.

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

RETURN THIS COPY WITH PAYMENT TO:

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

VACATION RENTAL CONTRACT: This contract 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(s) will mean the Renter(s) identified above. The Parties agree as follows: Above Renter(s) is an adult and will be an occupant of the house 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 a responsible adult. **FOR THIS CONTRACT AN ADULT IS 25 YEARS OR OLDER.**

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

Owner or Property Manager retains the right to enter the Property at any time.

PAYMENTS ACCEPTED: Cash, Wire Transfer, Money Order, Cashier's Check or Personal Check are accepted. 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(s) will be charged \$50. Lock box combination will not be issued until the day prior to check in. Checks should be made payable to Barry Anderson and mailed to 904 Cadiz St, Dallas, TX 75215.**

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 contract are met. Renter(s) is liable for all replacement and repairs that are outside what is normal wear and tear. **If your dog sheds a lot and you leave a lot of pet hair behind, you will lose your deposit.**

EARLY DEPARTURES: There will be no refund for early departures under any circumstances, including weather conditions or personal illnesses, injuries, family emergencies or death in the family, etc. The renter(s) is responsible for the number of days reserved in the Vacation Rental Contract with no exceptions. No Refunds. It is the renter's obligation to double check the reservation dates.

DATE CHANGES: Changes can be made if requested dates are available 30 days prior to your scheduled dates. No refunds for cancellations without a 45 days written notice via email or postal mail.

CANCELLATIONS: 45 days written notice must be received in our office via e-mail or postal mail prior to the arrival date is required for all cancellations from the Responsible Party (RP). Owner is not responsible for weather conditions, personal illnesses, injuries, family emergencies or death in the family, etc. Deposit becomes non-refundable three days after booking your reservation.

If you miss your scheduled dates, your rent and deposit are non-refundable.

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, close the lock box door, mix up the combination numbers, then close the black plastic protective cover – if you don't mix up the combination numbers, then it will not be locked – you MUST close the lock box door and mix up the combination numbers. Check the lock box to verify that it is locked. If you leave the lock box open and someone gets in and damages or vandalizes the house, then you are responsible for any and all damages. **Hang the other key provided on the anchor on the wall inside.** A \$60.00 per key fee will be charged for each lost key. You are being provided 2 keys. The Maid will verify all keys have been returned at checkout – **DEPOSIT.**

***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. New Year's Eve, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas we will not honor early check-in or late check-out.**

PETS: Dogs and parrots only allowed.

SLEEPING CAPACITY (MAX 7 OCCUPANTS) / DISTURBANCES: NO LARGE PARTIES. Renter(s) 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 contract, 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. **NO LARGE PARTIES.**

GATHERINGS/PARTIES: No large parties or organized gatherings. **NO EXCEPTIONS.**

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 the house and yard, etc. there will be a deduction from your deposit.

CANDLES: NO CANDLES allowed inside or outside of Property. No fire of any kind allowed i.e.: bonfires etc. BBQ/smoker can be used outside in the yard. **No BBOing on the deck or walkway or under the decks or on the fish cleaning table.** All charcoal should be disposed of properly to not cause any fire or fire hazard and must be removed from the Property when Renters vacate the Property.

NO FIREWORKS ALLOWED: Renter(s) or guests do not set fireworks off on or around the premises. Any violation of this policy will result in loss of 100% of Security Deposit.

TRASH REMOVAL is the responsibility of the Renter(s). Any trash, dog crap/dog hair, cigarette butts, bottle caps, broken glass, etc. must be removed from the house and yard, and taken to the local trash disposal area. IF YOUR DOG sheds a lot, YOU must clean up/remove ALL Xcess dog hair from the entire house / patio. DO NOT LEAVE EXCESSIVE DOG HAIR BEHIND – DEPOSIT. Any trash, dog crap/dog hair, cigarette butts, bottle caps, broken glass, etc. left in the house or yard will result in a \$50 charge or more plus \$10 per bag that is removed.

EXIT CLEAN-UP: Renter(s) must remove all food items from the refrigerator / house that were brought in. 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 Owner/Property Manager will charge for any additional services required to return the Property to the state it was in prior to your arrival. Excess garbage, broken fixtures/furniture, stains, scratches, scrapes, burns, water rings or any damage to furniture, tables, decor, broken glass, doors, lights, etc., any missing or broken items, spills in the microwave, or damage to the Property resulting from gross negligence, etc. are examples of chargeable items. Any additional fees will be paid in cash, wire transfer, money order, cashier's check, personal check, or deducted from deposit. Items that are left at the Property are not the responsibility of the Owner / Property Manager to return and they will be disposed of after cleaning is complete.

RESPONSIBLE PARTY: The responsible party (RP) will be the renter(s) whose name(s) and signature(s) are on the Vacation Rental Contract. The renter(s) is responsible for the reservation, all terms and conditions and for all other guests, dogs/parrots included in the rental contract.

RENTER'S LIABILITY: Renter(s) agrees to accept all liability for any / all damages caused to the Property (other than normal wear and tear) by Renter(s) or Renter's employees, staff, clients, associates, vendors, guests, visitors, friends, family, and pets including, but not limited to, landscaping, misuse of appliances, and/or equipment furnished (such as kitchen equipment, furniture, decorative items), etc. Renter(s) 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(s) 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(s), Renter's employees, staff, clients, associates, vendors, guests, visitors, friends, family, and pets have caused.

HOLD HARMLESS: Property Owner / Property Manager does 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 / Manager accept liability for any loss or damage caused by catastrophes, fires, disasters, natural disasters, weather conditions (Hurricanes, Water Spouts, Sink Holes, Falling Objects, Tornado, Earthquake, Flood, etc.), Roof Leaks, Vandalism, Acts of Terrorism, National Emergencies, Pandemics, Plagues, Disease and or Death as a result, Acts of God, etc. or any other reasons beyond their control. You are renting solely at your own risk.

CATASTROPHES & DISASTERS: Owner / Property Manager will not be responsible for any weather events / catastrophes / disasters (Hurricanes, Water Spouts, Sink Holes, Falling Objects, Tornado, Earthquake, Fire, Floods, Roof Leaks, Vandalism, Acts of Terrorism, National Emergencies, Pandemics, Plagues, Disease and or Death as a result, Acts of God, etc.) If a Catastrophe / Disaster occurs Owner / Property Manager will NOT be responsible for anything or any of the following:

- (a) Finding alternate lodging for the Renter(s)
- (b) Renter's expenses, financial losses, transportation, loss of income, equipment, inventory, or lodging.
- (c) If, on the day the rental is scheduled to begin, or any date during the rental term the Property is uninhabitable, or the Property is not reachable by the Renter's usual means of transportation. Owner / Property Manager is not responsible for anything that prevents you from accessing the Property.
- (d) Access to the Property has been prohibited by authorities. Owner / Property Manager is not responsible for any weather events, disasters, catastrophes of any kind, or your expenses, financial losses, transportation, loss of income, equipment or inventory.

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, financial losses, transportation, loss of income, equipment or inventory whatsoever before or after the announcement of an evacuation. You are renting solely at your own risk.

RELEASE AND INDEMNITY WAIVER: The undersigned Renter(s) 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(S), RENTER'S EMPLOYEES, STAFF, CLIENTS, ASSOCIATES, VENDORS, GUESTS, VISITORS, FRIENDS, FAMILY, AND PETS TO PERSON OR PROPERTY OF whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her employees, staff, clients, associates, vendors, guests, visitors, friends, family, and pets as a result of, or in connection with the occupancy of the RENTED premises including any claim or suit arising there from. The Indemnity and Release/Waiver 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 contract, 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 rental contract. This rental contract is a legal binding written contract between the Owner and you, the Renter(s).

THANK YOU.