

RENTAL RULES AND REGULATIONS FOR
Your San Antonio Vacation Home

1. CHECK IN/CHECK OUT - House is to be used by the Tenant for residential purposes only. In order to supply our guests with a clean house and avoid delays we ask that all guests abide by our CHECK-IN TIME OF 3:00 P.M. CST (Central Standard Time) AND CHECK-OUT TIME OF 10:00 A.M. CST. NO early check-in or late check-out please.
2. KEYS- There is no need for us to mail you keys because you will gain access to our home with a combination number, which will be sent to you prior to check-in. Early check-in is strictly prohibited, as time is needed to clean the premises for your arrival.
3. SMOKING- This home is considered smoke free. If it is found that the Tenant or guest of the Tenant, has smoked inside the house, tenant's entire damage deposit will be forfeited. The entire House is designated Non-Smoking Area. Candles are not to be lit inside or outside the premises. Smoking IS permitted OUTSIDE of the structures(s) of the home. However, all cigar/cigarette butts, wrappers, and/or other material must be properly discarded and should be disposed of accordingly. Materials found discarded about the grounds will require additional cleaning charges.
4. PETS POLICY- Pets of any kind are NOT permitted in the house under any conditions. Please do not ask for exceptions. We want to preserve the property free of pet hair and dander in consideration of future guests with severe allergies. The tenant will incur an additional charge of \$200 for carpet cleaning, deodorizing and flea spray if any evidence of a pet(s) is found in House or on the premises
5. AC UNIT and Electrical Usage. Tenant agrees that air conditioning shall not be set below 75 degrees and heat shall not be set above 78, and that the fan setting shall be "Auto". Doors and windows shall be closed when either heat or air conditioning is in operation. Tenant agrees to conserve AC and electricity by turning out lights when not in use.
6. MINIMUM AGE FOR RENTING- We will NOT rent to vacationing students or singles under 25 years of age unless accompanied by an adult guardian or parent.
7. SECURITY/DAMAGE DEPOSIT- A damage deposit of \$300 is required. This must be received within five (5) days of booking the reservation. The deposit is NOT applied toward rent; however, it is fully refundable within (10) days of departure, if the following provisions are met:
 - a. No damage is done to unit or its contents, beyond normal wear and tear.
 - b. No charges are incurred due to contraband, pets, or services rendered during the stay.
 - c. All debris, rubbish and discards are placed in waste carts located in the garage and soiled dishes are placed in the dishwasher and cleaned.
 - d. Garage opener is left on the kitchen isle and unit is left locked.
 - e. All charges accrued during the stay are paid prior to departure.
 - f. No linens are lost or damaged.
 - g. No Early check-in or late check-out.
 - h. The renter is not evicted by the owner (or representative of the owner) or the local law enforcement.

8. CLEANING CHARGES- The cleaning fee required to make a reservation covers a one time cleaning of the house after the guest has checked out. **If the house is left extremely dirty and disorganized requiring extra cleaning charges, there will be a charge of \$25.00 per hour necessary to clean the house to its original condition. This could include but is not limited to: dirty or stained walls, stained carpet, dirty or stained furniture, stained or heavily soiled towels and linen.**

9. BBQ GRILL- **The cleaning of the BBQ grill is not included in the cleaning fee.** There is a Separate charge of \$20.00 for the cleaning of the BBQ grill. You can pay this fee in advance or leave payment in the form of check in the house before your departure. If none of these two options are taken and the BBQ grill is used, the amount of \$20.00 will be deducted from your security deposit to cover the cleaning of the grill.

10. FINES- a) A \$25.00 fine will be charged for each missing remote.
b) A \$40.00 fine will be charged for each missing/damage garage door opener
c) A \$200.00 fine will be charged if there is evidence of pets on the premises.
d) A \$300.00 fine will be charged if there is evidence of smoking inside the house.
e) A \$50.00 fine will be charged for unreasonable maintenance requests.
f) A \$20.00 fine will be charged for each missing movie.

11. PAYMENTS - All reservations should be paid in full thirty (30) days before arrival. A \$300.00 Reservation/Damage deposit is required to reserve the property. This deposit payment will NOT be applied toward the rental cost. This deposit becomes your security deposit after your arrival and is refundable within 10 days of your departure if house is left in excellent condition and rental rules were followed.

12 a. PAYMENT METHODS - The payment method we prefer is CHECKS from USA banks. Please make personal checks payable to **Gladys J. Contreras**. Other payment methods like, traveler's checks, bank checks, direct bank deposit or credit cards (Visa, Master Card and Discover only) are accepted with prior approval; some of these methods of payment may incur in extra fees. **Credit card and direct bank deposit are the best way of payment for international guests.**

13. CANCELLATIONS- We hope that everyone who plans a trip with us is able to enjoy their dream vacation/stay. In the unlikely event of a cancellation, please note our policies. **We strongly encourage trip insurance.**

Cancellations must be in writing. Cancellations that are made thirty one (31) days or more prior to the arrival date will incur **no penalty**. Cancellations or changes that result in a shortened stay that are made within 30 days of the arrival date, forfeit the full advance payment. Cancellation or early departure does not warrant any refund of rent or deposit.

14. TRIP INSURANCE- **If the possibility of a cancellation concerns you, please look into trip cancellation insurance. There are several sites online that explain the policies, and offer this service. Please visit one of the many sites such as InsureMyTrip.com or TravelSafe.com for more information. We are not affiliated with any trip insurance company.**

15. MONTHLY RESERVATION– Monthly reservations should be paid in full sixty (60) days prior to arrival date. Monthly renters must cancel ninety (90) days prior to check-in to incur in NO penalty. Cancellations that are made less than ninety (90) days prior to arrival date, forfeit the full advance payment and reservation deposit. Monthly renters who make a change that results in a shortened stay must be made at least sixty (60) days prior to check-in. Cancellations or early departure does not warrant any refund of rent or deposit.

16. MAXIMUM OCCUPANCY- The maximum number of guests permitted in the house is ten (10) persons. An additional charge of \$10.00 per person (**of any age**) per night in addition to EIGHT (8) will be assessed. The named guests as shown on attached **‘exhibit A’** shall be a complete listing of all guests from arrival date until departure. These limits are strictly enforced. Exceeding this occupancy is grounds for your security deposit not being refunded and eviction.

17. MINIMUM STAY – This property requires a three (3) night minimum stay. **Longer minimum stays may be required during summer or holiday periods** (Spring Break, Thanksgiving, Christmas, etc.). If a rental is taken for less than three days, the guest will be charged the three-night rate.

18. INCLUSIVE AMENITIES- Rates include a one-time linen/towel setup. An initial supply of hand soap, toilet paper, paper towel, body wash, shampoo, laundry detergent and other amenities are provided. Please notice that **this is just an initial supply**, you should be prepared to buy more according to your needs and length of your stay.

19. NO DAILY MAID SERVICE - While linens and bath towels are included in the rental rate, daily maid service is not included in the rental rate, however it is available for an additional fee.

20. RATE CHANGES – Rates are subject to change without notice, however, once the contract agreement has been signed and reservation guaranteed with a payment deposit, rental rate is locked in and will not change.

21. 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.

22. PARTIES- To preserve the area's peaceful quality and for consideration to our neighbors we have a **NO PARTY policy**.

23. INTERNET- Wireless high speed internet is also available for your use. The password is labeled on the printer machine. Please note that we do not provide technical support. While we cannot be responsible for external network outages beyond our control, we will do our best to work with our provider to re-establish service as quickly as possible, provided you notify us as soon as possible.

24. LIABILITY OF DAMAGES - Aside from what is considered normal wear and tear, you will be responsible for reimbursing the owner for damage to the property or its contents during your residency. Damage or theft due to guest negligence will be the responsibility of the person in whose name the accommodation is reserved.

Upon arrival, please report any damages, shortage of supplies, or housekeeping issues immediately. If you fail to report problems within 24 hours of arrival we must assume that everything was in working order upon check-in. You are required to immediately notify the property owner or manager if you discover damage, experience problems, or if you or one of your guests damages the property.

Guests agree to keep the house in good and clean condition and to promptly report any breakage or damages to the structure, plumbing, pipes, fixtures, appliances, furniture, mattresses, bedding, and to pay for damages and/or missing property on demand.

25. REPAIRS and MAINTENANCE - Appliances, toilets, heating/air conditioning systems and all mechanicals are continually checked and maintained. However, owner cannot guarantee against mechanical failure or malfunction of heating, air conditioning, appliances, TV's/VCR's/DVD Players, stereo equipment or plumbing. Owner is not responsible for any circumstances beyond our control, such as disturbances on nearby properties, construction noise, or acts of nature. Any of the above does not automatically render the Home unfit and uninhabitable. **Please report any inoperative equipment to owner promptly.** We will make every reasonable effort to have repairs done quickly and efficiently. Owner's representatives may enter property during reasonable hours to perform maintenance or repairs. The malfunction or mechanical failures, delay in check-in, early departure, interruptions of utilities, maintenance problems, construction in the area, acts of nature, outside disturbances, telephone service, and internet service will not entitle Tenant to a refund or rent reduction. No discounts will be given due to housekeeping.

26. GUEST BINDER - To make your vacation more enjoyable, we have tried to think of everything and include it in our "Guest Information Binder" that can be found on the kitchen counter. Please DO NOT remove it from the property. This guide is filled with all the information you may need regarding the house and some information regarding restaurants, retail shopping stores, attractions, phone numbers and other important information. Please take the time to read it and follow the instructions on it.

27. INDEMNIFICATION- The guest agrees to indemnify and save individual homeowner free and harmless for any liabilities or any loss or damages whatsoever arising from, related to, or in connection with rental of the premises. This includes, but is not limited to any claim or liability for personal injury, damage, or loss of property, which is made, incurred or sustained, by guest or guests of guest, or any occupants of the premises. Renter(s), their family and guests bear the risk of any injury. It is further understood that Julio Ocasio and Gladys J. Contreras shall not be responsible for any personal property left at the property by renters. It is the responsibility of the renter to inform their guests of the terms of this contract.

28. STORM POLICY - We can not offer refunds due to inclement weather, acts of nature, illness or change of plans. **We strongly encourage the purchase of trip insurance.** There may be circumstances beyond our control, in which the property might not be available for your booking. Examples of these include (but are not limited to) destruction of or severe damage to the property. In the event of such a circumstance, we will do our best to make alternative arrangements for you where possible. If we cannot, or if the alternative arrangements are not acceptable to you then we will refund all monies paid. This will be the full extent of our liability to you in such circumstances, and we will not be responsible for any other costs connected with any such cancellation, howsoever arising.

29. TERMINATION OF RENTAL- We reserve the right to refuse or discontinue tenancy if the guest is detrimental to the property. We reserve the right to enter the property should we believe any of the above policies are being violated. Any violation of the above mentioned policies would result in immediate eviction with loss of the entire rental and deposit amounts.

30. SURRENDER OF HOME - It is agreed that at the expiration of the occupancy, tenant(s) will peacefully quit and surrender said premises, furniture, goods and chattels to owner. Tenant agrees that occupancy of the premises beyond the ending date and time shall be considered a trespass unless this Agreement is extended in writing

31. WRITTEN EXCEPTIONS - Any exceptions to the above mentioned policies must be approved in writing in advance.

Guest certifies that he/she has read and agrees to abide by the terms of this agreement and by signing on the line below is authorizing any outstanding charges remaining after departure to be deducted from the damage deposit amount.

This rental agreement is made on this _____ day of _____ 201__ between Gladys J. Contreras and/or Julio Ocasio (property owners) and _____ as renter.

GUEST SIGNATURE

DATE

PRINT NAME

EMAIL ADDRESS

ADDRESS

CITY

STATE

ZIP

HOME PHONE

CELL PHONE

ARRIVAL DATE

DEPARTURE DATE

EXHIBIT A

RENTAL OCCUPANCY

Tenant(s) shall have no more than Ten (10) occupants sleeping in said premises and **ABSOLUTELY NO PETS**. No mobile homes or campers of any sort will be allowed on the property. Only responsible adults of legal contractual age may contract for rental. Identification must be furnished upon request. No sororities, fraternities, schools or civic groups allowed. **Absolutely NO HOUSE PARTIES ALLOWED**. The hosting of parties in the Home, on decks, or anywhere else on the property beyond the maximum occupancy is a violation of this lease. Violations of rental occupancy restrictions are grounds for immediate eviction and forfeiture of rent regardless of the time of day or night. This Home is for family rentals only.

Please list the names of all guests that will be occupying the property. Only registered guests will have access to the property in case of emergency purposes during your stay.

GUEST NAME _____ AGE

GUEST NAME _____ AGE

GUEST NAME _____ AGE

GUEST NAME _____ AGE

GUEST NAME _____ AGE

GUEST NAME _____ AGE

GUEST NAME _____ AGE

GUEST NAME _____ AGE

GUEST NAME _____ AGE

GUEST NAME _____ AGE

Event You Are Celebrating? _____