

RENTAL AGREEMENT
(Offer, Acceptance and Agreement)

The Cottage Guest Home

2010 3rd Avenue

Canyon, Texas 79015

806-223-3233

info@thecottageguesthome.com

<http://www.thecottageguesthome.com/>

RENTAL PROPERTY: 2010 3rd Avenue, Canyon TX 79015

RENTAL FEES: **RATES DO NOT INCLUDE 13% TAX.**

**RATES MAY VARY ON VRBO, HOMEAWAY OR FLIPKEY
DUE TO BOOKING FEES. (Our best rates are always on our
website.)**

Summer Season (June - August):

\$195.00/Week Night or \$215/Weekend Night

2 nights minimum during weekend, single weeknights
require a single night cleaning fee of \$25.

Holidays - Minimum stay varies by holiday. Prices Vary.

*Holidays include: Memorial Day Weekend, Fourth of July, Labor
Day Weekend, Thanksgiving, Christmas Season.*

Regular Season/non-holiday rates (September-May):

Weekends require a 2 night minimum stay, single weeknight
stays require a \$25 cleaning fee.

\$195/Weekend night

\$165/Week night

SECURITY/DAMAGE

Loss or Damages are subject to charge of replacement costs.

PAYMENT

We accept all major credit cards. Payment is received via PayPal processing (a PayPal account is not required for payment.) We also accept payment through VRBO, Homeaway, and Flipkey. Payment in full must be made to reserve stay.

CANCELATIONS

If you cancel more than 30 days before check-in, you will receive a 100% refund. If you cancel more than 14 days before check-in, you will receive a 50% refund and remaining funds may be applied toward another visit within the next year. If you cancel within 14 days before check in, we cannot give a refund but funds may be applied towards another visit within the next year.

No credit will be given for shortened stays due to late arrival or early departure for any reason. No cancellations due to weather.

RENTAL AGREEMENT

Upon receiving your payment and acceptance of this Rental Agreement, a rental confirmation will be e-mailed to you.

Full payment is due to confirm reservation. Once we receive full payment for your reservation, you will receive confirmation of your reservation via email.

HOUSEKEEPING

When you arrive, the home will be clean and set up with linens and as a courtesy we have included the following list of supplies to accommodate the appropriate amount of guests:

- Bath towels, hand towels, wash clothes and paper towels
- Dishwasher soap, hand soap, toilet paper and laundry soap

NO PETS ALLOWED. A \$150 cleaning fee will be assessed if guest does not comply.

NO SMOKING ALLOWED. A \$150 cleaning fee will be assessed if guest does not comply.

The hot tub is provided for the enjoyment of guests. Use constant adult supervision for children. Please no children in diapers in hot tub, swim diapers only. If water is discolored or has an odor do not use and contact us.

We supply some games and activities for our guests; however some games have small pieces or parts and are not suitable for young children, i.e. toddlers and infants, who may put things in their mouths. Do not allow young children to play unsupervised with games.

Check-in time is no earlier than 4 pm CT. There is only a 5 hour window to completely clean, disinfect and set up for the next guests. Please respect this work schedule and do not arrive early. Under some circumstances we can arrange for an early check in or late check out if the home is not rented "back-to-back". Please contact us about a week before your stay if this is requested.

Checkout time is no later than 11pm CT the day you are scheduled to leave. We must be able to enter the home at 11 a.m. If you do not vacate the premises on time, you will be charged for one (1) additional night's stay.

Checkout procedures: Beds may be left unmade and towels may be left on the counter in laundry room. Make sure all doors and windows are locked and shut.

We will not be liable or responsible for personal items left behind, lost or stolen.

If you leave an item after checking out and wish to have it returned, call us as soon as possible and, if found, we will arrange for shipment. We will inform you of the shipping cost and with your approval charge via credit card for the shipment.

PLEASE BE SURE TO READ THE HOUSE INSTRUCTIONS AS SOON AS YOU ENTER THE HOME. IF YOU HAVE A

PROBLEM PLEASE CALL AMY POWELL IMMEDIATELY (806-223-3233).

ADDITIONAL TERMS

1. You must be 21 years of age to rent this home and provide proof of age, if requested.
2. The home has a maximum occupancy of six (6) guests. Renters who exceed the occupancy limit and falsify occupancy information at the time of reservation are subject to eviction.
3. Illegal substances are prohibited and grounds for immediate eviction.
4. House parties or organized social events are strictly prohibited and grounds for immediate eviction.
5. Any exceptions to the rules and regulations as written here, must be approved in writing or email in advance.
6. Rates, terms and conditions are subject to change without notice.
7. Lock all doors when you leave the house to keep your personal items safe.

Force Majeure. There may be circumstances beyond our control and contemplation, in which the property might not be available for your booking. Examples of these include (but are not limited to) extended power outage (lasting more than one day), severe weather, destruction of or severe damage to the property. In the event of *Force Majeure*, 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.

I HAVE READ AND UNDERSTAND THE RULES AND REGULATIONS. I CERTIFY THAT I AM AT LEAST 21 YEARS OF AGE AND UNDERSTAND THAT I WILL BE RESPONSIBLE FOR THE CARE OF THIS PROPERTY BEING RENTED UNDER MY NAME.

I UNDERSTAND AND AGREE THAT THE OWNER OF THE PREMISES WILL NOT BE LIABLE FOR ANY PROPERTY DAMAGE, BODILY INJURY OR DEATH TO RENTER, FAMILY OR GUESTS OF RENTER, FROM OR DUE TO ANY CAUSE OR ACTION, ARISING DURING THE OCCUPANCY OF THE SAID PREMISES BY TENANT, FAMILY OR GUESTS. I ACKNOWLEDGE ALL RESPONSIBILITY AND LIABILITY OF INJURY OR DEATH SPECIFICALLY CAUSED BY IMPROPER USE OF HOT TUB, WHETHER SUCH USAGE IS BY ADULTS OR MINORS. A NIGHT'S STAY BY RENTER OR ANYONE IN RENTER'S PARTY IS ACCEPTANCE OF LIABILITY BY RENTER AND ACKNOWLEDGES ACCEPTANCE RISKS ASSOCIATED WITH HOT TUB.

I AGREE THAT I WILL BE LIABLE FOR DAMAGES OR EXTRA CLEANING CHARGES RESULTING FROM THE OCCUPANCY OR USE OF THE PREMISES BY ME, MY FAMILY OR MY GUESTS, SHOULD THEY BE DISCOVERED DURING OR AFTER DEPARTURE.