

The Veranda House

at San Luis Pass - Rental Contract

TENANT NAME		
TENANT ADDRESS (no P.O. Boxes)		
City/Town, State/Province, ZIP/Postal Code		
TELEPHONE NUMBERS		
Home	Cell	Work
E-MAIL ADDRESS		
RESERVED DATES	In	Out
NUMBER OF	Adults	Children (list ages)

1. **AGREEMENT** – The Veranda House is a private vacation home owned by M-BAR-E VACATIONS /Gary Embree (Owner). The Owner of The Veranda House and the party listed above (Tenant) agree as follows: Tenant is an adult (over the age of 25) and will be an occupant of the unit during the entire reserved period. Other occupants will be family members, friends or other responsible adults; not to exceed the sleeping capacity of 10 persons. Use of the property will be denied to persons not falling under those categories. Violation of this rule could result in eviction and complete forfeiture of security deposit and rental fee. Keys will NOT be issued to anyone under the age of 25.

2. **SPECIAL OCCASIONS** – The Veranda House is NOT available for rental to individuals or groups celebrating Spring Break, Prom, large Family Reunions, Beach Party Weekend, and Graduation, or for parties of any kind. If it is discovered that a reservation was made using false or misleading information, the reservation will be subject to immediate termination with eviction of all occupants with complete forfeiture of security deposit and rental fee. Should any damage occur to the property, Tenant will be responsible for all repairs or replacement necessary to bring the property back to its original condition. Fees will be charged to credit card on file.

3. **SECURITY DEPOSIT / PAYMENT OF RENTAL FEE** - A security/damage deposit of 300.00 is required for weekend vacation rentals and 500.00 for weekly vacation rentals Long-term rentals (in excess of six nights) will require a larger deposit and be subject to additional terms and conditions. Payments must be made by credit card 30 days prior to rental date. Charges will be made as Three separate transactions: one for the security deposit and two for the rental fee plus any optional service fees.

4. **AUTHORIZATION FOR PAYMENT BY CREDIT CARD**

Signature _____

The signature above confirms Tenant's intent to pay Owners the required security deposit and rental fee by credit card# _____ Exp. _____ in

THREE TRANSACTIONS: one for the security deposit, and two for the rental fee plus any optional service fees (linens, cleaning) to e-mail address: mbarevacations@yahoo.com Tenant fully understands that failure to initiate the payment WITHIN 72 HOURS (three days) of the reservation request will result in cancellation of the reservation. Tenant further understands and agrees that the credit card listed above may be additionally charged for any amounts in excess of the security deposit, if deemed necessary, to recover damages as described in paragraph 5 of this Agreement.

5. **INSPECTION / CLEANING** - The home will be thoroughly inspected (indoors and outdoors) following each and every rental. As the home is a private vacation home, it has several locked closets and cabinets. Inspection will include locked owners' closets and cabinets. Should any damage have occurred during Tenant's stay, the entire security deposit would be withheld pending determination of monetary retribution for the damage. Any Repairs needed over and above amount of deposit will be billed to credit card on file. Any deposit monies in excess of damage cost will not be charged to credit card. Should any theft or vandalism have occurred during Tenant's stay, the entire security deposit will be forfeited and Tenant could face criminal prosecution. Tenant is expected to leave the property in the same clean condition in which it was found. For your convenience, Cleaning Service is available for an additional fee of \$100 (see paragraph 21). Please indicate on the last page of this Agreement if you would like to take advantage of this service. If this option has not been elected and the home is not left in same clean condition

as when Tenant arrived, a cleaning fee of \$200. will be deducted from the security deposit. Satisfactory inspection of the property will result in total amount of the security/damage deposit not being charged to credit card.

6. **TENANT'S LIABILITY** - Tenant agrees to accept liability for all damages caused to the property (other than normal use) by Tenant or Tenant's guests; including, but not limited to, landscaping, misuse of appliances and/or furnished equipment. If damages are in excess of security deposit, Tenant agrees all costs incurred to repair or replace the damaged item(s) will be charged to credit card, or be reimbursed by Tenant.

7. **CANCELLATION / REFUND POLICY** - Should Tenant need to cancel this reservation, a \$200 fee will be charged if cancellation is provided, in writing, 30 days prior to date of arrival. If cancellation notice is provided 30 to 21 days prior to arrival date, a \$300 cancellation fee will apply. If cancellation notice is provided 21 to 14 days prior to arrival date, a \$350 cancellation fee will apply. If cancellation occurs 14 to 7 days prior to arrival date, a \$450 cancellation fee will apply. If cancellation occurs within 7 days of arrival date, a \$550 cancellation fee will apply. Cancellation fee will be deducted from Tenant's rental deposit. Failure to arrive at all (no-show) or cancellations made after arrival will result in complete forfeiture of security deposit, rental deposit, and rental fee. No "rain checks" are given under any circumstances. Refunds will be made within 30 days of receipt of notice.

8. **STORMS / ACTS OF GOD** - If a storm is imminent and local government issues a mandatory evacuation order, Owners will refund Tenant a prorated daily amount of the total rental for the days not used in Tenant's confirmed reservation. **PLEASE NOTE:** Refunds and/or probations will not be made for voluntary evacuation or for cancellations requested due to inclement weather of any kind, acts of God, mosquitoes, beach or surf conditions, poor fishing or other circumstances beyond Owners' control.

9. **MAINTENANCE** - Owners strive to maintain property in optimum working condition, but appliance and mechanical problems can arise. No refunds will be given for short-term appliance or mechanical failures. Should a mechanical malfunction occur during your stay, please notify Owners immediately in order for prompt action to be taken. Please see notes in binder (located in kitchen) for operation of appliances and electronics. The Veranda House operates on a septic system. Please do not place anything other than toilet tissue in toilets at any time. Sanitary items of any kind should never be flushed.

10. **ARRIVAL, DEPARTURE and KEYS** - Check-in time is 3:00 p.m. Owners are happy to allow early check-ins and late checkouts if doing so does not disrupt the arrival or departure of another Guest. Please be sure to advise Owners in advance of your intent to arrive early or depart late. Early check-in may be allowed if property is vacant on day of arrival. Keys will be ready for pickup at property location (Owners will advise location of pickup). Keys will not be issued if signed Rental Agreement, security deposit and rental fees have not been received. Checkout time is 12:00 p.m. Late check-out may be allowed if property will be vacant on day of checkout or if cleaning service does not need to gain entry to prepare property for next guest's arrival.

11. **SMOKING / PETS** - The Veranda House is a non-smoking home. Violation of this policy will result in complete forfeiture of security deposit (and rental fee in the case of eviction). Smoking guests are welcome to smoke on deck (please ensure cigar/cigarette butts are properly extinguished and disposed of in fireproof receptacle - NEVER throw butts/matches in the yard). Pets are considered. Please notify us if you are bringing a pet. An additional Pet Fee of \$10.00 per day, per pet and an additional Pet Deposit will apply. If additional Cleaning is required to remove pet hair, urine stains, etc., the pet deposit will NOT be refunded. Violation of this policy could result in eviction and complete forfeiture of security deposit and rental fee.

12. **TELEPHONE** - There is NOT a phone on the property. Please use Cell Phones.

13. **NUISANCE AND DISTURBANCES/OCCUPANTS WILL BE EVICTED** immediately, with complete forfeiture of security deposit for any of the following violations: (a) Use of property for any illegal activity including, but not limited to, the possession, serving or consumption of alcoholic beverages by or to any person less than 21 years of age; (b) consumption or use of illegal substances; (c) loud music and/or disruptive behavior, (d) causing damage to the property or to any neighboring properties; (e) any other acts which may interfere with neighbors' quiet enjoyment of their property. Treasure Island has 24-hour resident security patrol. The security officer has been given full authority to evict anyone in violation of the above regulations, capacity regulations, or for any other violation deemed applicable by him.

14. **FIREWORKS AND CAMPFIRES** - Fireworks and campfires are strictly prohibited in the Treasure Island subdivision.

15. **RECREATIONAL VEHICLES / BOATS** - Recreational vehicles (RV's) are not allowed on property. There is an RV park with hookups across the highway, adjacent to the bay side of the Treasure Island subdivision. Boats are allowed on property but should be stored only in designated parking areas. Please take care when backing trailers out of driveway. Please also use water wisely when rinsing boats.

16. **FISHING** - The cleaning of fish/crabs/oysters, etc. should be done **OUTSIDE** and **DOWNSTAIRS** only and on newspaper or trash bags. Scales, heads, fins, etc. should be returned to the Gulf. Do not leave scales in yard or

throw waste in dumpster's. Bloodied or soiled clothes or shoes should be removed before walking on carpet. Shoes should be left outside and clothes removed in the kitchen and either placed in trash bags or laundered immediately. Do not throw soiled clothing on the floors.

17. **HOLD HARMLESS** - Owners do not assume any liability for loss, damage or injury to any persons occupying property or to the personal property of such persons. Tenant agrees to use extreme caution when occupying property and ensure appropriate supervision of children of all ages at all times. **EXTREME CAUTION** should be used when climbing stairs Children should **NEVER** be allowed on deck without direct and constant adult supervision. **NO ONE** should sit on surface of picnic table. Owners do not accept liability for any inconvenience arising from temporary defects or stoppage in water supply, electricity or plumbing. Owners do not accept liability for any loss or damage caused by weather conditions, natural disasters, acts of God or other reasons beyond our control.

18. **ADDITIONAL TERMS AND CONDITIONS** - The undersigned, for himself/herself, his/her heirs, assignors, executors and administrators, fully releases and discharges Owners from any and all claims, demands and causes of action by reason of injury or whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result of, or in connection with the occupancy of the property. Tenant agrees to hold Owners free and harmless of any claim or suit arising there from. In any action concerning the rights, duties or liabilities of the parties to this Agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover reasonable attorneys fees and costs.

19. **WHAT TO BRING** - Dress codes are extremely relaxed. Shorts and sandals are acceptable attire everywhere in San Luis Pass and surrounding areas. Dress codes in Galveston are also relaxed, but double-check if you are planning to visit a nightclub or exclusive restaurant. Bring sheets, pillowcases, bath towels, washcloths, beach towels, soap, shampoo, toiletries, toilet tissue, paper towels, trash bags, cleaning supplies, aluminum foil, Ziploc bags, condiments, sunscreen, first aid, charcoal, lighter fluid, videos and CDs, folding chairs and umbrellas for the beach, and insect repellent.

20. **WHAT IS PROVIDED** -The Veranda House is a fully furnished home with a fully equipped kitchen, televisions with VCRs, Digital Antenna, barbeque grill, deck furniture, cleaning supplies, and vacuum cleaner.

21. **OPTIONAL LINEN AND CLEANING SERVICES** - If you prefer not to bring your own linens, you may elect the Linen Service for an additional fee of \$10 per person. Owners will provide sheets, pillowcases, blankets, bath towels and washcloths. Guests should bring their own beach towels. The Cleaning Service includes standard dusting, vacuuming, mopping, cleaning mirrors, and cleaning and disinfecting bathrooms following your departure. Tenant is required to clean any dirty dishes prior to checkout and ensure no wet towels or washcloths have been tossed onto beds or carpeted areas. Excessive dirtiness of home following Tenants departure will be subject to additional cleaning fees as needed to restore the house to its original condition upon Tenant's arrival (see paragraph 5 of this Agreement). Cleaning Service is available for \$100.00. An Inspection Fee of \$25 will be charged if Cleaning Service is **NOT** Opted.

22. **ADDRESSES / CONTACT INFORMATION** - A signed copy of this Agreement must be returned to Owners by fax or mail. Security deposit and rental fee must also be received to confirm Tenant's reservation.

TELEPHONE NUMBERS
M-BAR-E VACATIONS
DEEP SEA CHARTERS & BEACH HOUSE RENTALS
Home: 979-292-6101
Cell : 979-292-6101

THE VERANDA HOUSE ADDRESS 12881 Gulf Beach Drive, Freeport, Texas 77541
(in Treasure Island subdivision at San Luis Pass)
e-mail mbarevacations@yahoo.com
KEYS: 12881 Gulf Beach Drive, Freeport, TX 77541

I / WE, the undersigned party to this Rental Agreement, acknowledge that this rental is not a celebratory rental (Spring Break, Prom, large Family Reunion, Beach Party Weekend, Graduation, etc.) as outlined in paragraph 2 above; and HAVE READ, FULLY UNDERSTAND AND ACCEPT ALL TERMS AND CONDITIONS AS

OUTLINED IN THIS AGREEMENT. PLEASE FAX SIGNED AGREEMENT TO 480-287-9214

TENANT SIGNATURE: _____

DATE: _____

Please mark the appropriate boxes for **OPTIONAL SERVICES** and add fees) to your rental fee payment:

	Fee	Elected	Number of Guests	Declined
LINEN SERVICE *	\$10.00 per person			
CLEANING SERVICE **	\$100.00			

*** Please Note: Due to Sanitary Precautions, If you are NOT opting for Linen Service, you are REQUIRED to bring linens for ALL BEDS. We reserve the right to check to make sure linens are being used on all beds, and if found not to be, EVICTION will be enforced!**

****Please Note: If you are opting for the Cleaning Service you are still liable for the following: You Must: Leave the house as you found it with the exception of; cleaning bathroom, dusting, vacuuming, sweeping, and mopping. EVERYTHING ELSE is YOUR RESPONSIBILITY! Your deposit will be charged accordingly for items not done.**

*****Please Note: If you have not opted for the Cleaning Service, a \$25 Inspection fee will apply.**

Please Print, Read, Sign, & Fax/E-Mail within 24 Hours

FAX 480-287-9214

E-Mail mbarevacations@yahoo.com

OWNERS ADDRESS

Capt. GARY EMBREE

36 TARPON LANE FREEPORT TX 77541

ENJOY YOUR STAY AT THE VERANDA HOUSE RETREAT

Beach house # 1

Example of how Charges will be Billed to Credit Card:

Weekly Rental 1300.00
 Cleaning Service + 100.00
 Linen Service (4) + 40.00
 Total Rental Fees = 1440.00

Charged as follows: - 720.00 Rental Deposit due at booking
 Rental Fees due = 720.00 Will be charged 30 days prior to check. In.
 Security Deposit 500.00 Will be just an Authorization 1 day prior to
 Check In (This amt. will only be charged. To your
 Credit card if there is damage to the property
 Per this contract at the time of checkout.)

If Reservation is made within 30 days of check in date, all Rental Fees will be
 Charged at the time the reservation is made.

