

## *Guadalupe River Houses*

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### GRH RENTAL POLICY

The rights and obligations of the parties to this agreement are defined by law and include unique provisions permitting the disbursements of rent prior to tenancy and expedited eviction of tenants. Your signature to this agreement, of your payment of money, or taking possession of the property after receipt of the agreement, is evidence of your acceptance of the agreement and your intent to use this property for a vacation rental. This entire agreement includes all of the agreement and no representation, inducements or other provisions are contained in this agreement. This agreement is binding. If any party does not understand it, the party should seek legal help. This Rental Agreement is a legally binding agreement between Guests, Guadalupe River Houses, hereinafter referred to as GRH and the property owners. By making a reservation with GRH, you are agreeing to these terms and conditions as stated below.

#### **RESERVATIONS- DEPOSIT & PAYMENT DETAILS**

In order to secure and guarantee your **reservation** with GRH, you must be 25 years of age or older to book a GRH vacation property. **GRH requires a deposit by credit card equal to one night's rental rate per house and a \$25 non-refundable booking fee.** By accepting this rental agreement upon making a reservation, the **Guest authorizes GRH to withdraw from their credit card the amount equivalent to the first night's rental rate per house booked, and a \$25 non-refundable booking fee. For stays 5 days or longer we require 25% of reservation total. The remaining balance is due 2 weeks before arrival date.** The Guest authorizes GRH to withdraw the remaining balance from the credit card on file, unless you make other payment arrangements. You will receive an e-mail confirmation of your deposit payment and details of your reservation. We accept Visa, MasterCard, Discover, debit or credit, money orders, cashier checks and personal check.

**CHECK-IN TIME IS 4:00PM** – Early check-in before 4:00 PM is subject to pending occupancy and housekeeping schedule. There is no guarantee for early check-in, please call GRH a day before arrival to verify if early check-in is available.

**CHECK-OUT TIME IS 11:00AM** – Late check-out is subject to prior occupancy. Housekeeping must have adequate time to prepare the property for the next guests. You may contact GRH for permission for a late departure if available; otherwise, we will charge a full night's rate for a late departure after 11:30AM

**NOTICE** – In the event of unforeseen circumstances, GRH reserves the right to move guests to an equal or higher priced accommodation at no extra charge to the Guest. In this event, the Guest has the right to cancel the reservation at no charge.

**CANCELLATIONS** – All cancellations are subject to \$50.00 cancellation fee for each house reserved by a guest. All cancellations, must be received and submitted in writing via e-mail by midnight 14 days prior to arrival dates **to avoid the forfeiture of the entire reservation, or the total to any promotional voucher like Groupon or Living Social.** The \$25 non-refundable booking fee and \$50 cancellation fee totaling \$75 will be charged for any reservation cancelled anytime after booking. Reservations are not contingent upon the availability or conditions of the water recreational facilities including but not limited to the Comal and Guadalupe Rivers, Schlitterbahn and /or bad weather conditions. \*\* Any reservation made for one month or longer will need to provide a 60-day notice for cancellation at which the deposit will be forfeited. Guest is responsible for the first full month's rent if cancellation is less than 60 days.

**REFUNDS** – Upon arrival, there will be **NO REFUNDS for shortened stays, you must pay for what you booked.** GRH does not refund money for early departures for any reason. GRH is an Agent for its Homeowners and does not have the authority to refund money to renters for any reason. GRH will not refund the first night's deposit for cancellations made after 14 days prior to your arrival reservation dates for any reason. Any rescheduling or changes must be done prior to 14 days before your arrival reservation date. All changes or rescheduling of your reservation is subject to \$50 processing fee. No refunds or rebates will be offered for guest's inability to arrive on scheduled date or guests who must depart early for any reason.

**BAD WEATHER** – There are no cancellation refunds due to inclement weather including storms and flooding. If there is a mandatory evacuation of Comal County on the date of your stay, we will refund you for the dates of evacuation only. GRH will not issue deposit refunds due to bad weather for any reason. Rain checks will only be issued in an emergency evacuation!

**MAXIMUM OCCUPANCY** – The maximum occupancy for each house, is stated when you make your reservation. **GRH has the right to inspect any property and the number of guests in your party at any time.** If you exceed the maximum occupancy limit, it is considered a breach, and any party exceeding the maximum occupancy is reason for eviction without reimbursement of rents and deposit.

**DAY VISITORS** – The property and its amenities are strictly for the use of the renters. You must contact GRH for permission to have day visitors, depending on the number, GRH may grant permission. There will be a \$25 fee per day visitor. The number of visitors is restricted due to their safety, size of house and septic tank system if applicable.

**NON-SMOKING PROPERTIES** - **Absolutely no smoking is allowed inside the house, any evidence of smoking indoors (odors, ashes, debris) will result in a \$200.00 fine!** This fine will be immediately assessed to Guest credit card on file. Smoking, is permitted outdoors only. Please be considerate to all our guests and step outside the patio to smoke. **Please dispose of cigarette debris properly** and **do not drop cigarette butts on the grounds**, this is littering and a severe fire hazard!

**NOISE ORDINANCE** – The City of New Braunfels has issued a noise ordinance starting at 10:00PM. **Quiet time starts at 10PM.** All music and loud noise must be turned down at this time. Profanity, obnoxious behavior and excessive noise will result in eviction without refund, no questions asked!

**CONDUCT** – All guests are responsible for their own proper conduct, including their responsibility for understanding and observing all policies and rules. **If a violation or citation is issued by the police to the homeowners or GRH managers, the guests are responsible for all associated charges or fines and will forfeit entire deposit.** Occupancy and use of premises should not disturb or offend other guests, neighbors or residents by means of parties, excessive noise, obnoxious behavior, discharge of fireworks. **GRH reserve the right to terminate the Agreement and evict guest(s) with no refund for those who engage in these behaviors.**

**SAFETY** - Safety and security is the sole responsibility of the Guest(s). Owner(s) or its GRH manager's or agents assume no responsibility or liability for the safety or security of the guests or for injury caused by criminal acts of other persons. If a disturbance should arise during your stay, **contact the New Braunfels Police Department at (830) 221-4100 or 911.** Guests should ensure that all doors and windows are locked at all times, and Guests must notify GRH if any locks become inoperative. Owner is not responsible for the damage or loss of any personal property to include, but not limited to the following items: cash money, credit cards, electronic devices, cloths, valuables or any damage to the guest's motor vehicle or their contents. GRH and its owners are not responsible for any accidents you or a Guest(s) may have on any of our properties and premises. To include 1184 Gruene Rd; 1275 Kuehler Ave; 1841 Kuehler Ave; 320, 336, 340, 360 & 370 Wunderlich Ln; 777-781 Cloud Ln; 178- A&B Comal St. or on the Guadalupe or Comal Rivers. **Criminal Trespass Notice:** Openly carried firearms are not permitted on these premises. Pursuant to section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under subchapter H, chapter 411, government code (handgun licensing law), may not enter this property with a handgun that is carried openly.

**FAIR HOUSING** – GRH complies with all Fair Housing requirements, and will not deny any rentals because of race, color, religion, sex, origin, handicap or family status. However, GRH will not rent to any person under age 25. **All reservations must be made by a "Responsible Party" 25 years of age or older.** They must occupy the property during the entire reservation time. All additional guests occupying the property must be 25 years of age or older or be accompanied by a parental/legal guardian. GRH reserves the right to ID and evict any, or all guests that do not comply with this regulation. The "Responsible Party" will be responsible for all charges, including violations, bad behaviors, lockout fees, and damages caused to the unit, buildings, hot tub, pool or grounds.

**DAMAGE AND MAINTENANCE** – Each home is privately owned, furnished, and equipped by the homeowner. Guests agree to take responsibility for treating the home with care. Do not move any furniture around or remove kitchen items. Guests agree to properly use and operate all furnishings, appliances, home entertainment items, BBQ pits, etc. during stay. **Guests will be charged for any damage or destruction of property caused by the guest(s), or for excessive trash removal or extra cleaning!** Please report any problems - you will not be charged for routine maintenance and normal wear and tear. Certain areas in each rental property are locked for the owner's personal storage and guests may not access these areas.

**DECKS/ PORCHES/ PATIOS/ BOAT DOCKS** – These areas must be kept free from items that could be a hazard. Guests shall not store any combustibles on premises (*no gasoline, lighter fluid, etc.*). *No BBQ pits on decks.* For safety reasons, decks/ balconies, loads should not exceed room occupancy and NO horse playing. Exceeding the maximum room occupancy on a deck or balcony will result in eviction without refund.

**TV/WIFI** – All of our properties have TV and WIFI access. However, occasionally there are interruptions in service due to unforeseen circumstances. We do not guarantee the availability of TV or WIFI service. No refunds or rebates will be offered if TV/WIFI service is down, but we will make every effort to correct the problem in a timely manner.

**HOT-TUB/POOL** - **Properties with a hot tub or pool access, may occasionally be out of order or not working properly,** due to unforeseen circumstances. We do not guarantee the availability of pool or hot-tub service and it is not a reason to cancel your reservation, no refunds or rebates will be offered. However, we will make every effort to correct the problem in a timely manner.

**A/C & REFRIGERATOR** – **Please do not turn A/C units below 74 F,** this will cause the unit to freeze and you will be charged for the maintenance call. **Do not over load the refrigerator with warm food and drinks.** On hot days, this can cause the refrigerator not able to cool fast enough to keep the contents from spoiling.

**BBQ Grill** – Guests who use the BBQ grills are responsible for their own safety. Please clean BBQ pits after their use. By NB City ordinance, absolutely no grilling from decks, porches, balconies. **Warning, please keep grill far away of any building!**

**SEPTIC SYSTEM** – Please **do not put any objects other than toilet paper in toilet bowl!** such actions may Cause the septic system to become stopped up & overflow at guest's expense.

**LOST AND FOUND** – GRH is not responsible for any loss of money, jewelry, valuables of any kind or any damage incurred to guest's motor vehicles or their contents. GRH will hold left behind items for two weeks. After two weeks, left behind items will be donated to charity. Any items to be returned will be at guest's expense, via mail.

**PARKING** – Parking is limited to two vehicles per house. If your party has more than two vehicles, please contact GRH for instructions for where you can park additional vehicles. RV's, boat trailers or any large vehicle are restricted, please call for information. Cloud Lane & Wunder-Cove locations have plenty of parking spaces.

**PET POLICY** – WE ACCEPT DOGS ONLY IN CERTAIN PROPERTIES AND THEY ARE SUBJECT TO **BREED AND MUST BE LESS THAN 25 LBS!** You must have previous approval from GRH. There is a \$30-\$50 non-refundable fee per dog. Absolutely, we do not accept more than two (2) Dogs per house & they must be housebroken, licensed, vaccinated, well behaved, non-aggressive, and pest free! Guests agree to clean up feces after their dog. **Dogs must be crated while left alone on premises.** *Guests agree to pay any damages caused by dogs.* **DO NOT BRING WET DOGS INSIDE!** **Please, no dogs on furniture.** Guests agree to be in full control and take full responsibility for their pet's behavior. Area leash laws must be followed. If this Pet Policy is not met, Guests are in violation of this Agreement and authorizing GRH to charge Guest credit card on file for any damages sustained as result of your pets. **Excessive cleaning of dog hair or stains caused by a dog will result in additional \$100 cleaning charges fee!** **If there is any evidence of a pet without previous GRH approval, there will be a \$200.00 fee automatically charged to Guest's credit card on file with no refund.**

**PAYABLE** – The Guest acknowledges receipt of the services and charges herein and agrees to pay for such service on demand in New Braunfels, Texas. These properties are privately owned and the management reserves the right to refuse service to anyone.

**INVENTORY** – A full written inventory and or videotape has been taken of the property. GRH will conduct an inspection upon your departure. Please do not take pillows, towels, blankets, decor, or anything that does not belong to you or your party. "Responsible Party/Guests" authorizes GRH to charge credit card on file in the event of any damages or missing items.

**DEPARTURE –** Please upon departure, **wash all dishes**, leave used towels on bathroom floor, **and do not make beds you sleep in**. Take trash bags to outside garbage container. **Turn off HVAC**, lights and unplug coffee and toaster. Make sure all doors are locked, and **leave keys on kitchen table or inside key lockbox**. Please put any furniture that you have moved back where you found it. Excessive additional cleaning and trash removal, will result with an extra housekeeping charges to Guests.

**KEY –** The key issued at check-in must be left inside property. If guest loses their key, there is a \$25 charge per key. After-hour lockout rates are \$85 for the locksmith charge. These costs will be charged to your credit card, if you do not have cash on hand for payment. Refunds will not be given for keys returned by mail.

**Notice:** We remind you that each house or unit is individually owned, and while we ask the homeowners to provide our guests with cozy, comfortable and functional accommodations in their property, you will find that each home has its own amenities, unique vintage styles, and a casual or rustic ambiance. **We do not accept cancellations, offer rebates or refunds if the property does not meet your expectations.** A large corporation does not own our properties!

**RELEASE OF LIABILITY –**

- All guests agree to save and hold harmless the property homeowners and GRH owners, agents, managers or employees for any loss, liability, damage or cost that guest may incur during occupancy inside any part of the house including bathrooms, on or around the properties including decks, porches, outdoor patios, grounds, boat docks, pathways, hot tubs, pools and contiguous rivers and lakes.
- All guests assume the risk of injury or other losses relating to any recreational activities! And will hold the homeowners and GRH owners and managers harmless with respect to this.
- If an accident or injury occurs in or on any of our properties - you and or your personal insurance must cover all expenses. Including, but not limited to emergency room fees, ambulance fees, doctor and or hospital visits and fees, including all rehab expenses, acute care, nursing home or long term care expenses incurred from any accident occurring in or on the premises of our properties.
- If the property you rent is in the waterway and or has a hot tub or pool. You swim at your own risk and your own responsibility! **There is No lifeguard on duty! Absolutely no children under age 16 are allowed to be in the hot tub, pool or near the water, including boat docks and water edge without an adult supervision at all times.**
- All guests agree that all children must be accompanied and be supervised by an adult at all times anywhere in or on the premises inside the house or outdoor grounds on any GRH Properties.

Please be advised that the GRH Property you are renting may contain inheritably dangerous conditions associated with the location. By signing this document, you understand and freely agree that you are responsible to inform your entire party and guests that the owners and managers accept no responsibility for any accident, injury, or death that occurs on the premises. Please take extra precautions to protect the safety of your party and children while on the premises and follow our policies. Thank you.

Property Name(s) \_\_\_\_\_

Arrival Date \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date Signed \_\_\_\_\_