

In consideration of the rent received and the mutual promises contained herein, Owner of the Rental Property, through CENTURY 21 Bay Reef Realty (C21), his Agent, does hereby lease and rent to Guest such Rental Property under the following terms and conditions in addition to the Policies and Procedures set forth on CENTURY 21 Bay Reef Realty's website

1. Guest hereby certifies that he has received and read the Century 21 Bay Reef Realty Vacation Rental agreement which includes C21 policies. Guest further agrees to abide by all the rules and regulations contained therein as well as on C21 website related to the rental of the Rental Property. Guest's obligations include but are not limited to keeping the premises as clean and safe as the conditions of the premises permit and causing no unsafe or unsanitary conditions in the common area and remainder of the premises that Guest uses; and will notify C21 in writing of the need of replacement of or repairs to a smoke detector, and replacement batteries as needed during occupancy. Guest agrees not to use the premises for any commercial activity or purpose that violates any criminal law or governmental regulation. Guest's breach of any duty contained in this paragraph shall be considered material, and shall result in the termination of Guest's occupancy with no refund of any kind.

2. **THIS AGREEMENT MUST BE SIGNED AND RETURNED.** Reservations include complimentary travel insurance. You may view travel insurance info on our website or call Insure America at 1-888-409-7749 and refer to Product No. 008085-P4. Claims are filed directly with Insure America.

3. In the event Guest wishes to terminate this Agreement and prior to 30 days in advance of arrival, then Guest will receive a refund of monies less \$75.00 Cancellation Fee. If cancellation is within 30 days of the arrival date, 100% of the total rental amount shall be forfeit. If re-rented for the FULL amount, all payments less \$75.00 Cancellation Fee will be returned to Guest.

4. The remaining balance, after advance rental payment, must be paid prior to 30 days in advance of the reservation by personal check, money order, cashier's check, or credit card, or this Agreement may be cancelled at the sole option of C21. Returned checks shall incur an additional service charge of \$30.00. Any balance for reservations made within 30 days of the beginning of tenancy must be paid by money order, cashier's check, traveler's check, personal check by electronic funds transfer, credit card or cash. Payments may be made by phone. All policies contained in this Agreement shall apply equally to payments made by credit card. Any refunds due to Guest from a credit card payment will be refunded by credit card transaction.

5. In no event shall the Rental Property be occupied by more persons that the capacity of subject property. Bedding is listed only to accommodate flexibility in sleeping arrangements and not to represent occupancy limits. Guest must be at least 25 years old and only family groups are to occupy the Rental Property in whole or in part. Violations of these rules are grounds for expedited eviction with no refund of any kind. Guest hereby acknowledges and grants specific permission to C21 to enter premises at any time for inspection purposes should C21 reasonably believe that Guest is causing or has caused any damage to the Rental Property. Guest further agrees to grant C21 access to Rental Property for purposes of maintenance and repair. If the house is listed "For Sale", Guest agrees to grant C21 access by scheduled appointment upon 24 hour notification.

6. If the Rental Property permits pets, Guest agrees to have not more than one housebroken dog without the express prior approval of C21 and owner. Guest is responsible for cleaning the area around Rental Property of all pet excretions. Guest agrees to pay a non-refundable Pet Fee, as described on the C21 website. Any material damage by pet to the Rental Property will be the responsibility of Guest and shall be paid immediately upon written notification by C21. Any undeclared pet(s) found in or about a NO PET house is grounds for expedited eviction and forfeiture of all monies paid and a non-declared pet charge of \$150.00 per pet per week or any portion thereof at C21's sole option.

7. **Accidental Rental Damage Insurance:** CENTURY 21 Bay Reef Realty, offers accidental rental damage insurance to our guests for a non-refundable cost of \$69.00. The Accidental Rental Insurance covers the guest for up to \$3000.00 if the property or its contents are damaged during the guest's stay, subject to reductions, limitations, exclusion, and termination provisions. Security Deposits, if required, must be paid in CASH upon check in. Security deposits will be returned to the Guest of record ONLY. Security deposits will be postmarked after 14 business day from the date of departure for any rental less than 30 days. Security deposits will be postmarked after 30 business day from the date of departure for any rental longer than 30 days. Damages and charges will be deducted from the security deposit consistent with Texas law.

8. No refunds will be provided due to inoperable appliances, pools, hot tubs, elevators, etc., in Rental Property although C21 will make every reasonable effort to assure that such appliances will be and remain in good working order. Also, no refunds will be given due to cable, satellite, internet, phone, or power outages, water shortage, flooding, construction at adjacent properties, or mandatory evacuation of the area by Galveston County officials due to hurricanes or any other potentially dangerous situations.

9. No long distance calls are to be charged to the phone number of the telephone located within the Rental Property unless advertised as included with the rent. All such charges discovered plus a \$20.00 service fee will be charged to and due immediately from Guest upon written notification from C21. C21 is not responsible for any lost or forgotten items. However, a \$20.00 fee, plus shipping costs, applies to any Lost and Found items that C21 returns to Guest. Items found and not claimed within 30 days will be disposed of at the discretion of C21.

10. Guest acknowledges that a non-refundable Service Charge will be payable to C21 for all services involved with procuring this rental for Guest. This charge has been included on the front side of this Agreement and is payable with the initial payment. Guest also acknowledges that complimentary Travel Protection Insurance has been offered and becomes active with initial payment. Guest is not entitled to any claim against C21 or Owner arising out of Guest's inability to complete his/her vacation plans for any reason outside of the control of C21 or Owner.

11. **HOT TUBS/POOLS:** If a hot tub or pool is provided at the Rental Property, it will be prepared and tested for proper and safe chemical levels by a Certified Pool and Spa Operator, prior to or on the day of occupancy. If any of the following conditions exist at any time during your occupancy, call the C21 office immediately and discontinue use until C21 has serviced the tub or pool and notified Guest it is safe for use: a) Water clarity is milky or bottom of tub/pool is not visible; b) Foam forms on surface when using jets; c) Misuse of tub/pool by spilling foreign substances (a Service Call Charge applies in this instance). Under no circumstances are pets allowed in pools or hot tubs. Violation of this provision shall be grounds for expedited eviction. Homes that advertise a community pool or C21 pool pass as an amenity are subject to availability as determined by the managing authority responsible for the care of the pool (schedule set by said entities). Guest is liable for any damages to community pools or other community areas. Unless noted specifically in the C21 brochure or web site, pools do not include free heat.

12. **LINENS/TOWELS:** If linens and/or towels are supplied with Rental Property or rented from C21, Guest is responsible for lost or damaged items at a cost of three (3) times the published standard rental price for such damaged/lost linens/towels.

13. Guest acknowledges that Owner of Rental Property may be a licensed real estate agent.

14. **UNAVAILABILITY OF PROPERTY.** C21 and Owner are not liable for Guest's inability to occupy the Rental Property for any reason outside of the control of C21 and/or Owner. If Owner is unable to make Rental Property available and C21 is unable to provide a reasonable substitute, Guest's sole remedy shall be a full refund of all monies paid under this Agreement. Guest expressly acknowledges that Owner or C21 shall not be held liable for any special or consequential damages resulting from the Rental Property's unavailability.

15. INDEMNITY AND HOLD HARMLESS. GUEST ASSUMES ENTIRE RESPONSIBILITY AND LIABILITY FOR ANY CLAIMS OR ACTIONS BASED ON OR ARISING OUT OF INJURIES, INCLUDING DEATH, TO PERSONS, OR DAMAGES TO OR DESTRUCTION OF PROPERTY, SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED IN CONNECTION WITH THE RENTAL OF PROPERTY OR THE PERFORMANCE OF THIS AGREEMENT BY C21, ITS AGENTS AND EMPLOYEES, AND/OR THE OWNER OF PROPERTY, REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED IN WHOLE OR IN PART, ON THE ALLEGED NEGLIGENCE OF C21, ITS AGENTS AND EMPLOYEES, AND/OR THE OWNER OF PROPERTY. GUEST FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS C21 AND ITS REPRESENTATIVES, OWNER OF PROPERTY, AND THEIR RESPECTIVE AGENTS, INVITEES, AND LICENSEES WITH RESPECT TO SUCH MATTERS AND AGREES TO DEFEND ANY CLAIM OR ACTION BROUGHT AGAINST C21, OWNER OF PROPERTY, OR REPRESENTATIVES, EMPLOYEES, AGENTS, INVITEES, AND LICENSEES THEREOF.

16. C21 may terminate this Agreement upon the breach of any of the terms thereof by Guest. Guest shall not be entitled to the return of any rental monies paid under the terms of this Agreement and shall vacate the Property immediately.

17. Any amendments must be in writing and signed by both parties. In the event of a dispute, legal action may only be instituted in the County within which the Rental Property is located. If any part of this Agreement shall be deemed unenforceable by law, that part shall be omitted from this Agreement without affecting the remaining Agreement. C21 shall conduct all brokerage activities in regard to this Agreement without respect to the race, color, religion, sex, national origin, handicap, or familial status of any Guest.

Guest Signature: _____; Date: _____

Please sign and return one copy of this form with your payment.

**Galveston Association of Rental Managers (GARM)
Guest Agreement**

We want you to have a wonderful time during your vacation on West Galveston Island. At the same time, **CENTURY 21 Bay Reef Realty** is serious about maintaining a peaceful family atmosphere for your enjoyment as well as the enjoyment of all the people in the neighborhood. We are also committed to informing you about local laws. Please read the following carefully.

The most enjoyable vacations are those that are worry-free. Make the most of your vacation by taking the same precautions that you do at home: keep your vacation home and cars locked at all times and safeguard your keys.

I agree that I and all of my guests understand and will abide by these subdivision, city and state laws:

- House occupancy will not be exceeded.
- Loud music and noise is prohibited.
- All cars & guests will be registered with the rental office at check-in, and all cars will be parked in the driveway. When parking cars on the street, vehicular traffic will not be impeded.
- Posted street signage (speed limits, parking) will be obeyed.
- Cars will not be parked on lawns or in a neighbor's driveway. Vehicles will not be driven or parked anywhere where not allowed.
- Motor homes, campers and tents are prohibited and may not be parked or hooked up at rental homes.
- Only people with a valid driver's license may operate a golf cart. Police *will* issue tickets.
- Non street-licensed vehicles (such as 4 wheelers, go carts, dirt bikes, scooters, ATVs, etc.) are not permitted anywhere on Galveston Island.
- Barbeque grilling on decks is strictly prohibited; it is a fire hazard.
- Only registered pets are allowed in SOME rental homes for a fee. Leash laws must be obeyed at all times.
- While boating, "No Wake" rules in the canals will be obeyed.
- At canal homes, fishing lights must be turned off when not in use.
- The house is NON-SMOKING. Smokers will smoke outside and dispose of butts properly.
- Fish will be cleaned where caught. The remains will be carefully wrapped in plastic bags and placed in outdoor trash cans.
- Help keep West Galveston clean! Garbage will be put in securely tied plastic bags and placed in the trash bins provided.
- In the case of a mandatory evacuation, Guests agree to evacuate homes as per City of Galveston orders.
- In the case of evacuation, the decision to re-enter the house is solely that of the Property Mgt. Company.
- Seaweed cannot be relocated on the beach without a permit. However, clearing a pathway to the water with a hand rake is allowed.

THE BEACHES

- The dunes are off-limits at all times! Walking, digging, standing or driving on dunes is never allowed. Dune crossovers or beach access points will be used to get to the beach. Fines range up to \$10,000!
- Open fires & fireworks are prohibited everywhere on Galveston Island, including the beaches.
- Driving is allowed on the beach in Bay Harbor, Miramar, Stavenger and Point San Luis only. The speed limit is 15 mph. All other state highway rules apply.
- Horses cannot be brought to any rental home.
- Glass containers are not allowed on Galveston beaches.
- All trash must be removed from the beach.

All of our rental properties are patrolled regularly by our off-duty peace officers. Violation of any of these policies will result in eviction and forfeiture of all monies paid! Also, many of the items are legally enforceable and subject to criminal prosecution.

Leaseholder:

Date:

During your stay, if you have any questions or need assistance regarding your rental property, please call our office at **409-737-2300**. For after-hours assistance, call **409-737-2300**. For emergencies, call 911. To reach **CENTURY 21 Bay Reef Realty** peace officers, call GARM Security at 409-682-3603.

Galveston Association of Rental Managers (GARM)

- Castaways Resort Properties • Century 21 Bay Reef • Prudential Gary Greene Realtors •
• Realty Executives Island Realty • Sand 'N Sea Properties • The House Company •

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**GALVESTON ASSOCIATION
OF RENTAL MANAGERS
GUEST REGISTRATION FORM**

Reservation #:
Rental Dates:

Property:
Property Address:

LIST ALL OCCUPANTS

AGE	NAME	NAME	AGE

PLEASE REGISTER ALL CARS THAT WILL BE PARKED AT THE PROPERTY.
In case of a security check, only the vehicles listed will be allowed to enter the subdivision.
It is very important that all license numbers be listed.

SUBDIVISIONS LIMIT THE NUMBER OF CARS WHICH CAN BE PARKED AT HOUSES. MOST HOMES ALLOW FOUR CARS. CHECK WITH RENTAL AGENT ABOUT RESTRICTIONS ON YOUR VACATION PROPERTY.

YEAR	MAKE AND MODEL	LICENSE PLATE #	STATE

If the Occupancy Restrictions, as stated in the Rental Agreement, are violated, I understand that I, along with all my guests, will be evicted immediately and all deposits and rents will be forfeited. I further agree to be personally liable for the actions and for any damages accrued from everyone in my party during the dates of my reservation.

Signature: _____ Date: _____

Print Name: _____ DL#: _____ State: _____

FOR RENTAL OFFICE USE ONLY
OCCUPANCY TOTALS ____/____/____ = ____ APPROVED BY _____

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This document must be signed and returned to Century 21 Bay Reef Realty prior to arrival or guest will not be allowed to check-in to above property