



**Terms for Vacation Rental & Payment**

<b>PROPERTY NAME:</b>	<b>Yellow House</b>	
<b>DATES OF STAY:</b>		
<b>DRIVERS LICENSE#:</b>		
<b>OVERNIGHT GUESTS:</b>		Maximum Overnight Guests <b>7</b>
<b>VISITORS MUST DEPART BY 10:00 PM:</b>		Maximum Guests Allowed <b>12</b>
<b>Total # VEHICLES:</b>		Maximum Vehicles <b>4</b>
<b>PET FRIENDLY?</b>	<b>NO Pets Allowed</b>	
<b>SECURITY DEPOSIT:</b>	<b>\$200.00</b>	

**Terms for Vacation Rental & Payment**

**PROPERTY NAME:**        **Yellow House**

- 1) Maximum of 7 OVERNIGHT GUESTS and 12 Guests total permitted on the property. Visitors must depart no later than 10:00 PM nightly.
- 2) A maximum number of 4 vehicles are permitted on the property at one time.
- 3) **You MUST be twenty-five (25) years of age to rent this property.**
- 4) **Minimum 2 night** stay required.
- 5) **Minimum 3 night** stay required on Holidays & Spring Break. **Applicable Holidays:** Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas & New Years.
- 6) **CHECK-IN is after 3:00 PM on day of arrival.**
- 7) **CHECK-OUT is 11:00 AM on day of departure.**
- 8) **A REFUNDABLE SECURITY DEPOSIT** is required to book the property. The Security Deposit is refunded after satisfactory inspection of property, at the discretion of Caney Y Realty Vacation Rental management and will be returned on the credit card provided at the time of booking.
- 9) **PAYMENT** at the time of booking equal to 25% of the total fee is required. Payments may be made with Visa, MasterCard, Discover, and *{American Express is only available to on-line bookings}*. The remaining balance plus the refundable Security Deposit must be paid within 14 days of the check-in date.
- 10) **Cancellation** – 100% of fees paid will be returned if cancelled 30 days prior to check-in date. 50% of fees paid will be returned if cancelled within 14 days of check-in date. Fees will be returned to the same credit card used for the booking. *Only named storms in the Gulf of Mexico that will have a direct effect on Sargent, Texas will be considered for cancellation.*
- 11) **Pets are acceptable at Vacation Rentals identified as PET FRIENDLY ONLY.** Pets are limited to two (2) dogs. An additional fee of \$50 per dog is required to be paid prior to or on the check-in date. In addition, a signed Pet Agreement is required and will become part of these terms and conditions. **NO CATS are allowed on any Rental Property at any time.**



- 12) **NO SMOKING ALLOWED** inside the house at any time. Smoking is permitted outside only. Cigarette butts must be disposed of properly in the butt can or ashtrays provided and not left in the yard.
- 13) All inside trash must be bagged, tied and placed in the outside trash containers before you leave on your departure date. *Trash cans must not be over-stuffed.* If there is more trash left than can be held in the cans provided, you are responsible for removal of the extra trash. If outside trash cans are moved from original location, the guest must put cans back in place before departure.
- 14) NO RV's or Tents of any kind allowed on property without prior written permission and agreed upon terms.
- 15) No events involving people from outside your party such as tournaments, weddings, graduation, birthday, bachelor, or any other type of party are allowed on property without prior approval. Prior approval for a Large Event is required by Caney Y Realty Vacation Rental Management and an additional deposit and separate agreement may be required for approved *Large Event*.
- 16) ANY PUBLIC DISTURBANCE reported as taking place on the premises shall be grounds for loss of deposit and immediate eviction.
- 17) ANY ILLEGAL ACTIVITIES found taking place, including but not limited to illegal substances and underage drinking on or near the premises shall be grounds for loss of deposit and immediate eviction.
- 18) All vehicles must stay in Driveway. No driving on yard or parking in the street. A maximum of six (6) vehicles are permitted at any time during the booked reservation.
- 19) **NO FIREWORKS ALLOWED** on the premises at any time.
- 20) All children under twelve (12) years of age must wear approved life jackets while on the piers or docks located or used by the property, decks and porches above or abutting water, and while near water adjacent to the property. *LIFE JACKETS ARE NOT PROVIDED. YOU MUST BRING YOUR OWN LIFE JACKETS.* By signing this agreement and/or occupying the property, renters acknowledge that there is an inherent danger near any water, beach, river, intercoastal/intracoastal waterway, pier or dock. Dangers include, but are not limited to fish, reptiles and other wildlife, rip and ebb tides, currents, silt and underwater obstructions. All children under the age of fifteen (15) years must be accompanied by an adult while on the premises, including docks, piers or decks on or associated with the property.
- 21) The Owner and its agents are not liable for or responsible for personal items left behind, lost or stolen. Lock all doors when you leave the house and keep vehicles locked and secured while on the premises.
- 22) The Owner and its agents are not responsible for any damage done to boats, vehicles or watercraft used or owned by guest. Boats or watercraft tied to docks or piers can be damaged by incoming or outgoing tides, flooding, wind, weather, vandalism or theft. Guest acknowledges and assumes responsibility for damage to Guest's own property located or used on the premises.
- 23) There may be circumstances beyond the owner's or agent's control which could cause the property not to be available for occupancy during your reserved period. Such circumstances include, but are not limited to, utility outages, property damage and severe weather. In such circumstances the Owner or its agent will do their best to make alternative arrangements if possible. If not possible then your security deposit will be refunded. The refund of the security deposit will be the limit of the owner's and its agent's responsibility.
- 24) Guest agrees to indemnify and to hold owner and its agents harmless from any and all claims, actions, suits, demand, and liabilities of any nature, including attorney's fees and



- costs of court, as a result of any injuries to persons or damage to property resulting in any manner from Guest's and/or its invitees use and/or occupancy of the premises.
- 25) Attached (Hereto) are the rules for the property being rented. Additional copies of these rules are posted inside the property. You agree to read the rules and to abide by same. Said rules are incorporated into this agreement by reference for all purposes. Failure to comply with any of these terms included herein or the rules incorporated herein is grounds for forfeit of Security Deposit and immediate eviction.
- 26) **PUBLISHED Rates** are subject to change at any given time without notice and a slight delay in updating on-line rate schedule.
- 27) **AGREEMENT** I have read these terms and agree that I and all guests staying with me are to abide by these terms as well. I have read the invoice for my stay. I agree to abide by these terms and I agree to the pricing and schedule for my stay.
- 28) **I understand that I may lose my security deposit and risk immediate eviction at Property Manager's discretion if I am found non-compliant with any of the above terms.**
- 29) **By booking and Completing your transaction on line you indicate that you have read, understand, and agree to these terms.**



## HOUSE RULES

### Yellow House

- Absolutely **NO SMOKING** is allowed in the house. If you do smoke outside, please put butts in the butt can or ashtray located outside on the deck.
- **NO PETS** of any kind are permitted anywhere on the property at any time.
- Do not drive vehicles or back trailers into marsh or anywhere beyond the driveway areas.
- Please do not fry seafood inside house. We have provided a propane fish fryer and a charcoal grill for the use of our guests. Please fry your fish and boil crabs downstairs in this area.
- After using charcoal grill please clean it when you are done by burning off excess food. Dispose of ashes in metal ash can provided. Do not dump ashes in the yard.
- Please dispose of biodegradable seafood scraps by dropping in creek at end of pier where crabs feed. Please do not dump crab or shrimp shells in the trash or in the marsh along pier walkway.
- Do not dump used frying oil in the creek or on the yard. Please put used frying oil in sealed containers to take with you & dispose of when you leave. **PLEASE DO NOT DUMP USED FRYING OIL IN TRASH BAGS OR TRASH CANS.**
- Please clean fish at cleaning table on pier **ONLY**.
- Please do not remove deck chairs from house or take deck chairs to the pier.
- Do not wash boats in driveway.
- Unexpected high winds are common in Sargent. Before retiring inside for the night, please stack plastic chairs, stow or secure any inflatable items and dispose of all trash on the porch, pier and downstairs.
- The marsh looks tough but it is actually very delicate and we try to protect it at all times. Our goal is to preserve and encourage good habitat for water birds and fish.
- For your safety, please do not walk or play in the marsh areas.
- **CHECK OUT 11:00 AM**



---

## DEPARTURE INSTRUCTIONS

### CHECK-OUT 11:00 AM

#### Yellow House

- Please strip sheets and pillow cases off all beds used and leave next to each respective bed. Do not remove comforter, mattress cover from bed unless necessary to clean. Do not place comforters, bedspreads or shams in with any dirty or wet towels.
- Hang all used towels in the bathroom.
- Please wash any dishes you used.
- Please clean up any extra-ordinary messes.
- All trash is to be bagged, tied and placed in the outside trash cans with bag liners. If you have more bagged trash than what can fit inside the trash cans provided, you are responsible for disposal of the **extra** bags. Do not overstuff the trash cans!
- Please turn off Bedroom/Bath air conditioner. A/C in the Living Room is to be left on and running.
- Clean charcoal grill by burning off excess food. Please dispose of ashes in metal ash can provided.
- Empty, clean and secure the crab traps and leave them on the pier. Do not leave them in the water.
- Empty the live box and crank it up out of the water. **Do not leave the live box in the water.**
- Please be sure the cleaning table at the pier is cleaned. Spray off any fish scales and pick up all trash on the pier and walkway to the pier.
- We hope you enjoyed you're stay and would appreciate any input you may have. Please take a moment to record any comments you may have about the House and your stay in Sargent in our "Guest Book".
- Please lock the door behind you when you leave by pressing the word "schlage".

Thank you for staying with us and we hope to see you again soon!