

## **ZION SUNSET HOLDINGS, LLC – SUNSET HAVEN**

### **VACATION RENTAL CONTRACT/HOUSE RULES**

This vacation rental contract is a legal agreement between Zion Sunset Holdings, LLC (also referred to as the “Homeowners” and “Owner” and “Landlord” and “Property Manager” and “Sunset Haven”) and you, the Renters (also referred to as “Tenants” and “Visitors” and “Guests”). This contract is entered into agreement as of the date when the Renters place their reservation online and the reservation is screened and accepted by the Homeowner. Renter(s) is defined as the person(s) renting the property located at 2112 FM 3186 Unit A-4 Onalaska, TX 77360. The Homeowner will notify the Renters via the online service or through direct contact with the owner(s) through email, text or phone call when their reservation is accepted. ALL Guests and Visitors must be declared at the time of reservation. There is no “early bird” or “last minute” discount offered. The rights and obligations of the parties to this agreement include unique provisions permitting the disbursement of rent prior to tenancy and expediting the eviction of tenants. Your signature to this agreement, or payment of money, or taking possession of the property is evidence of your acceptance of the agreement and your intent to use this property for a vacation rental. Booking through Airbnb OR VRBO assigns your consent to all listed under VACATION RENTAL CONTRACT/HOUSE RULES.

**Owner reserves the right to refuse service to anyone.**

**MINIMUM AGE:** We require the responsible party who signs the lease to be at least 30 years of age at the time of booking. We do not accept rentals made by parents on behalf of their children under the age of 30. Any reservation obtained under false pretense will be subject to forfeiture of lodging payment(s) and the party will not be permitted to check-in and will be evicted if already at the property.

#### **Payment Policy:**

PAYEE: Carol Anne Heilman  
C/O VRBO, or AirBnB  
EMAIL: carolanne.heilman@gmail.com

In order to book and hold your reservation, we must receive the deposit required through the online booking service. Until reservation is confirmed, rates are subject to change without notice.

Failure to comply with the following rules may result in a non-return of the security deposit and possible additional charges. Any damages to the home will be charged to the person booking the reservation for the cost to repair/replace damaged or missing property.

**Cleaning & Linen Service Policy:**

The home is provided with pillows, linens, blankets, towels, kitchen towels, comforters, hand towels & wash cloths including extras located in closets. A cleaning service to clean the house and linens on your departure is included on your invoice. You are responsible to ensure that all debris, rubbish and discards are placed in plastic bags and transferred to the Bella Vista garbage dumpster, located behind the wood privacy fence to the left side of the entrance/exit drive. Soiled dishes and cooking utensils are to be placed in the dishwasher and cleaned. Linens, blankets, pillows, bedspreads, comforters and towels are provided. It is standard for beds to be made prior to Guests' arrival as part of the linen and cleaning service.

The home is provided with a starter set of toilet paper & paper towels. Owners do not guarantee that these extra items will always be available and guests may need to replenish their own paper goods, toiletries, & laundry detergent, etc.

NOTIFICATION OF OWNER: If you find that something is not operating correctly, appears damaged, or needs housekeeping attention, you agree to contact us immediately. If warranted, we will make every attempt to repair or correct the situation as promptly as possible.

Carol Anne .....(936)200-1144 (cell)

Tom.....(817)948-7774 (cell)

**RENTAL AGREEMENT: 2112 FM 3186 Unit A-4 Onalaska, TX 77360**

RENTAL TERMS: The owner unilaterally and at its sole discretion reserves the right to change or cancel the reservations for any reason with refunds made accordingly, in the event the property becomes unavailable to rent. Under no event will its owners, employees, and agents be liable for any amount exceeding the rental amount.

PROPERTY: Renter(s)/guest(s) acknowledge that there have been no representations, warranties, promises, and guarantees with respect to the building or property. Warranties as to the fitness for a particular purpose or merchantability are expressly disclaimed.

We, the Renters (also referred to as "Tenants" and "Guests") agree to the following:

1) PAYMENT DUE - All rental monies are due according to the payment schedule disclosed under "Payment Policy" above upon reservation acceptance.

2) CANCELATION POLICY: Reservations cancelled within 48 hours of booking, Renters will receive 100% of total rental, or FULL REFUND. Reservations cancelled after 48 hours of booking and up to 7 DAYS of check-in date and time will receive a 50% refund minus the service fee. If paid, refund includes the cleaning fee. Reservations cancelled 7 DAYS or LESS before the scheduled check-in date and time, Renters will forfeit 100% of the total rental, including service

fee and cleaning fee. The total rental includes all charges on the paid-in-full invoice through the booking service. Renter may mitigate this loss by purchasing Travel Insurance or Cancel for Any Reason insurance offered by a third-party provider.

3) Snow / Rain / Ice Storms, Flooding or Tornadoes - There are NO REFUNDS for Snow, Rain, Ice, Flooding or weather conditions, even if a mandatory evacuation is ordered. (optional travel insurance is offered for Renter's protection, which may be obtained through a third-party provider. (Renter ASSUMES THE RISK).

4) CONDITION OF PROPERTY: Owners have, to the best of their ability, given an accurate description of the property and its condition. Guest understands that it is considered as reserved "sight unseen". Our cleaning staff will have cleaned it before your occupancy. All electrical, plumbing and appliances should be in working order. The failures of operation of certain extra amenities, such as TVs, cable, games, or the Internet and WiFi service are not a basis for any refund. Owner will make every effort to have these items repaired but does not guarantee that they will be repaired during Guest(s) occupancy. When you arrive, if you find that the house has not been cleaned to normal standards, please notify the Owner immediately. We will do our best to have service personnel attend to the problems but may not be able to fix everything over holidays and weekends. Under no circumstances will any of the rental money be refunded or returned because of the condition of the house. The Guest agrees to hold the Owner harmless from any liability for the condition of the house. Due to the nature of lake properties, the beach, stairs, decks and concrete pathways are not always stable. Use at your own risk.

5) CLEANING & REPAIRS: The vacation rental has cleaning included in the total rent. Please note that cleaning does not include dishes & cooking utensils  
Guest agrees to keep house, furniture and furnishings in good order. Removing, adding or changing furniture, furnishings or accessories without Owner's written approval shall be deemed a material breach of this Rental Agreement, and is strictly prohibited. Guest is responsible for cost of replacement of any damage to furniture or premises and replacement of missing items. Under no circumstances can any furnishing or linen be taken outside onto the lake with the exception of those items specifically mentioned in paragraph 8.

6) ENTRY OF PREMISES: With Guest's permission, which is hereby given, Owner or Owner's representative may enter the premises during reasonable daylight hours without securing prior permission from Guest, but shall give Guest notice of such entry immediately prior to entry, if possible and immediately thereafter. For inventory and maintenance purposes a property management affiliate of the Owner may need to enter the premises.

Owner may need to enter the premises. The same permission procedure applies as above. In any emergency, Owner or Owner's servicing affiliates may enter the premises at any time without permission of Guest for the purposes of making repairs to alleviate such emergency. If Guest abandons or vacates premises, Owner may, at his / her option, terminate this agreement, re-enter the premises and remove all Guest's property.

7) ACCIDENTAL DAMAGE INSURANCE - Renters will be completely responsible for any and all damage to the home or property caused by Renters, whether accidental or due to Renter's negligence. However, Renters understand that the rental service includes an accidental damage rental policy providing accidental damage protection provided Renters notify the owner and assist the owner in making a claim. Renters understand that Renters are responsible for damage beyond the coverage provided by the accidental damage insurance. Renters are also responsible for damage that would have been covered by the accidental damage insurance if Renters fail to advise the Owner of the damage and provide the necessary information that would allow the Owner to file a claim against the policy.

8) USE OF EXTRAS - Renters will furnish their own lake towels, lake chairs and sun shades (umbrellas, etc.). However, the owner makes available extra towels and linens to handle unusual circumstances or needs including a few lake towels. If Renters use any of these items they will wash, dry and return them to their prior location.

9) ASSUMPTION OF RISK: No lifeguard is on duty at the lake. Accordingly, persons using the lake do so at their own risk and the owner assumes no responsibility for accident or injury. No one should swim alone. Renters will hold the Owners harmless from any and all bodily injury and/or property damage incurred on the property arising out of Renters' negligent acts or omissions. See disclaimer below.

10) CHILD PROOFING: Guest understands that no special efforts have been made to "childproof" this vacation rental and accepts the risk or harm to any children we allow on the property. These risks are not limited to, but include access to the lake, surrounding streets, boat launch, cleaning supplies in the house and plants in the house, patio and on the street, that might be poisonous if ingested.

11) FURNITURE: All furniture must be returned to its original location on Guest's departure or an additional charge will be made.

12) MISSING ITEMS - Renters will be charged for any missing items reasonably attributable to Renters and not returned after notification. The cleaning service performs an inventory/survey of the property after Guests depart and notifies the Owner of any missing items. Owner will notify guests in the event that items were inadvertently taken and provide guests the opportunity to return or replace the missing items.

13) USE OF SECURITY CAMERAS - Renters understand and accept that the property is protected with outside security cameras. These cameras are used to protect the property from potential break-ins and theft. There are NO cameras inside the house. Blocking, covering, obstructing, or by any other means that renders the security cameras unable to function as designed shall result in immediate termination of rental agreement, Guest will be ordered to immediately vacate the premises and will forfeit all rents and deposits that have been paid.

14) PERSONAL PROPERTY: Guest understands that any personal property of and used by Guest is not insured by Owner and Owner shall not be responsible for any lost, stolen or missing property of the Guest or property of Guest left after check-out.

15) FORGOTTEN ITEMS: If you believe you have left an item behind, contact Carol Anne at (936)200-1144 or Tom at (817)948-7774 as soon as possible so we can have housekeeping search for your item. If they have to make a special trip, there will be a \$25.00 service call fee plus the cost to ship the item back.

16) LAKE CONDITION: Guest understands that Owner has no control over the condition of the lake and cannot be held liable for any changes to lake conditions or any closing as ordered by any official agency.

17) NO PARTIES –This is not a party house. No parties, events or gatherings allowed. The Renter must be 30 years of age to book this Vacation Rental and is responsible for the activities and behavior of all other Guests. ALL Guests/Visitors must be declared at the time of reservation. Adults cannot rent property on behalf of underage guests. NO EXCEPTIONS!

18) NON-SMOKING - This is a NON-SMOKING vacation rental! Evidence of smoking, such as the smell of cigarette or cigar smoke inside the home by the cleaning crew is sufficient basis to charge the renter for smoke cleanup and removal from carpeting, AC ducts & filters and furniture. This type of cleaning is expensive and Renter is Liable for the deep cleaning Costs incurred. Smoking, while not allowed in the condo, on the balcony, in the entry way or stair wells, smoking is permitted while totally outside of the building. You and your guests are responsible for any waste, trash and cigarette butts being properly disposed.

19) NO PETS ALLOWED. If you bring a pet(s), this rental agreement will be forfeited, terminated and deposits will be forfeited. A deep cleaning fee of \$300 will be assessed.

20) PESTS AND ENVIRONMENT: To ensure the best guest experience, regular pest control maintenance is performed in the complex. Because the condo is located in a lakefront, high humidity area, we cannot guarantee that the condo will be pest-free. We do not offer refunds for pests. Unfortunately, ladybugs, spiders and other pests are a part of our environment and we are unable to prevent them from occasionally visiting the condo. Please contact us if the need arises and we will do our best to resolve the issue.

21) MAXIMUM OCCUPANCY - is 6 persons. Reservation is valid for you and guests declared at the time of booking. If the number of guests and/or visitors exceeds the maximum you will be asked to leave with no refund and Renter will be assessed a \$200 fee. The property provides 2 king sized beds, and 2 full sized beds.

22) PARKING – Covered parking is limited to one (1) regular sized vehicle in the designated location. Additional vehicles must be parked in areas designated for building A. Boat trailers may not be parked in the paved parking lots and should only be parked in the trailer storage area.

23) SUBLETTING: Guest is not authorized to let or sublet all or any part of the premises nor assign the lease or any interest in it.

24) CHECK-IN PROCEDURES - Check-in is at 3:00 PM Central Time or later. The condo may be ready earlier than 3:00 PM Central Time. Please call/text Carol Anne at (936)200-1144 or Tom at (817)948-7774 to request an early check-in. We cannot guarantee early check-in, but if the condo is available earlier than 3:00 PM Central Time we will let you know.

25) CHECK-OUT PROCEDURES – Check-out time is 11:00 AM Central Time. Renters are responsible to complete the check-out procedures in the provided guest book that includes a check out list and to ensure the home is left secured by use of the smartlock on the streetside door. Unlocked /open door is subject to a \$100.00 penalty. A late check-out is subject to extra rental charges at the rate of \$100/hour after a grace period of 30 minutes. Guests may arrange for extra nights in advance to avoid any late checkout fees. Extra nights are charged at the daily rate and may be granted if available. If Guests are not present when cleaning crews arrive and have left their possessions in the house, cleaning crews will collect their possessions and remove them from the premises in order to prepare the unit for incoming guests and Guest will be charged \$150 for this service. PLEASE checkout promptly, the cleaning crews have a very short window of time to prepare the unit for new guests. NO REFUNDS OR PARTIAL REFUNDS will be given for early departure for any reasons, including inclement weather, construction, road conditions, or malfunctions of equipment.

26) HOLDING OVER: Because of the nature of Owner's business (short term winter and summer recreational rentals) Guest understands, and is hereby put on notice that any unauthorized "holding over" of the property past the stated rental period could severely jeopardize Owners business and cause loss of rental income from other previously booked guests, temporary and/or permanent loss of business, goodwill and reputation and, among other things, could force Owner to breach an agreement with similar short term summer and winter recreational Guest(s) who may have reservations during Guest's unauthorized "holding over" period. In this event, Owner may be legally liable for damages to said other guests. Guests should be aware that unauthorized "holding over" has been construed as a factor in establishing "malicious continuing occupation" of rental property, which may entitle Owner to treble damages in any unlawful detained action. Guest also recognizes the unauthorized "holding over" could be grounds in court as a cause of action for intentionally interfering with Owner's prospective business advantage. In addition, we will charge \$100.00 an hour past 11:30 AM on day of check-out.

27) RELATIONSHIP OF PARTIES: It is specifically agreed and understood that the relationship between the parties herein shall be deemed to be of proprietor and lodger or Guest as opposed to a relationship of landlord/tenant. Guest specifically waives and makes inapplicable to this lodging the provisions of Texas landlord/tenant Law.

28) COMMUNITY RULES: Guest(s) agree to abide by community rules and not to cause a nuisance to any neighbors by their actions, noise or other disturbance. Nuisance complaints will result in the risk of eviction. Please remember, there are permanent residents living in the complex and you must respect their rights. Quiet hours for the condominium complex is from 9:00 PM Central Time until 7:00 AM

Central Time. House parties are prohibited and will be cause for immediate eviction with no refund.

29) REMEDIES: In the event of a default to the Rental Agreement, particularly, but not limited to Guests unauthorized "holding over" or those acts mentioned above in this agreement, and in addition to all other rights and remedies Owner may have by law, Owner shall have the option, upon written notice or as the Law may hereinafter provide, Owner may immediately re-enter and remove all persons and property from premises. In such an instance, the Rental Agreement will be terminated, and Owner shall be entitled to otherwise recover all damages allowable under the Law. The Guest, as part of the considerations of this special rental, in recognition that this property is booked in advance by other Guests throughout the year, hereby waives all claims for damages that might be caused by Owner; re-entry and taking possession of premises or removing or storing property as herein provided, and will hold Owner harmless from loss, costs and damages occasioned thereof, and no such re-entry shall be considered or construed to be a forcible entry as defined in the Texas Code of Civil Procedure or other similar statutory provisions.

Further, if for any reason Owner is unable to deliver possession of the premises to Guest at the commencement of the term specified in the Rental Agreement, Owner shall refund amounts paid by Guest, but shall not be liable for any other damages caused thereby.

30) ATTORNEYS FEE/DEFAULT: If any legal action or proceeding (including default, non-payments, etc.) arising out of or related to this Rental Agreement is brought by either party to this Rental Agreement, the prevailing party shall be entitled to receive from the other party, in addition to all other relief that may be granted, the reasonable attorney's fees, costs and expenses incurred in the action or proceeding by the prevailing party.

31) INDEMNIFICATION: Guest agrees to indemnify and hold harmless Owner for any liability arising before termination of this Rental Agreement for personal injuries or property damage caused by the negligent, willful or intentional conduct of Guest(s). This indemnification agreement does not waive Owner's duty of care to prevent personal injury or property damage when that duty is imposed by law. The registered guest agrees to indemnify the vacation rental owner(s), employees, and agents of any damages to the building, contents property, and grounds which results from the renter's occupancy including furnishings and household items and/or damages found upon arrival. The registered guest is the person responsible for any damages his/her group cause to the building, contents, property, and grounds. The owners, employees, and agents will not be responsible for accidents or injury to guests or for loss of money or valuables of any kind. The registered guest assumes full responsibility for any and all damages caused by any guests, both declared and undeclared, such as but not limited to, excessive cleaning charges for problems caused by declared or undeclared guests, including linens and towels. Your electronic signature on this document means you agree to be responsible for any damages, missing items, and/or excessive cleaning that are made necessary by your stay. The person's name on the reservation will be billed.

32) PRIOR AGREEMENTS: No prior agreement or understanding not contained in writing herein shall be effective. Furthermore, Owner, other than what is specifically written and set forth herein, makes no other or further representation regarding the nature, character and quality of the premises to be rented, and no representation shall be deemed to exist or be material unless and until it is reduced to a

writing and signed by the parties. This Rental Agreement may be modified only in writing and must be signed by the parties in interest at the time of the modification. It constitutes the entire agreement of the parties. If any provision in this contract held by any court to be invalid, void or unenforceable, the remaining provisions shall never the less continue in full force.

33) FORUM SELECTION, JURISDICTION, LAW AND VENUE– The parties agree to the exclusive jurisdiction and venue of the District Court of the State of Texas, for Polk County, for the resolution of all disputes arising under this Agreement. The sole and exclusive venue (i.e. place where lawsuit may be filed) for any legal proceedings shall be in the County of Polk County, Texas. Guest expressly waives any other right or privilege with respect to the election of venue or court (i.e., state or federal) and location of the venue of action. GOVERNING LAW – It is expressly agreed that this Agreement shall be governed and construed by the laws of the State of Texas only, irrespective of the state of residency of the Guest.

**DISCLAIMER:**

Renters understand that the Homeowners are not responsible for any personal injury caused by slipping on wet pavement or surfaces, and that tenants are responsible for exercising care when surfaces are wet or slippery due to weather or use of hoses to wash down areas, and further, that the homeowners are not responsible for any personal injury or loss or damage to tenants' property caused directly or indirectly from foul, inclement weather conditions, Acts of God or nature, failure of heat, accidents related to fire, heaters, stoves, tenants' failure to take adequate precautions around wet areas, or any unforeseeable circumstances.

Under no circumstances will Tenants or their guests hold the Owners of the Vacation Rental responsible for any damages or claims of any kind resulting from their stay, except for intentional acts of harm.

This agreement and disclaimer applies to Renters and all guests in the Renters' party.

I, the Renter, have read, understand, agree to, and will abide by this rental agreement and all conditions stated herein.

By accepting to rent through any of the following rental services, you agree to the terms of this contract:

AirBnB

HomeAway

VRBO

Booking.com