



Hill Country Premier Lodging Rental Agreement

Thank you for renting a vacation property with Hill Country Premier Lodging (HCPL). Our property owners enjoy opening their homes to visitors from all over the world and we strive to give all our guests the best service possible. Please read our rental agreement carefully and sign and return it as soon as possible.

Rental policies:

- **Age Requirement:** Individuals making reservations must be over 25 years of age and must be an occupant of the property during the entire reserved period.
- **“Last-Minute” Reservation - Identification Required.** Since last minute reservations have an increased risk of fraud, HCPL requires an additional security step to protect our homeowners. For any reservation made within forty-eight (48) hours of arrival, a valid state-issued identification card matching the name on the credit card used to pay for the reservation will be required. Failure to provide a valid state-issued identification card matching the cardholder’s name will result in immediate cancellation of the reservation.
- **Requirement for Check-In.** You will NOT be allowed to check in until we receive your acknowledgment of our rental policies. **IMPORTANT: FAILURE TO SIGN OUR RENTAL AGREEMENT WILL RESULT CANCELLATION OF YOUR RESERVATION.** Failure to sign the Rental Agreement and subsequent cancellation does not guarantee a refund of monies paid. The terms of the Cancellation Policy will still apply.
- **Check-in/Check-out Time:** Our standard Check-in time is at 4pm unless prior arrangements have been made for an early check-in. Check-out is at 11am.
- **Smoking Policy:** No smoking is allowed inside any property. Smoking is allowed outside unless otherwise noted but all cigarette butts need to be disposed of properly. If any evidence of smoking is found inside the home, there will be a smoking charge assessed of \$500. Fees will be added for cleaning and disposing of cigarette butts left on the grounds.
- **Pet Policy:** The majority of our properties do not allow pets. Only dogs are allowed at properties that are designated “Pet Friendly.” Pet policies for individual properties are subject to change without notice. A maximum of two (2), trained, mature dogs (not to exceed 30 lbs. each) are allowed at “pet friendly” properties. All pets or service animals must be disclosed prior to arrival and appropriate pet fees paid in advance. Guests are subject to immediate eviction and forfeiture of rent if a previously undisclosed pet/animal is found on property. Also, having a pet at a property that does not allow pets is grounds for immediate eviction without a refund. The only exception to the pet policy is for ADA (Americans with Disabilities Act) qualified animals, in which case additional information will be requested.
- **Parties, Events, or Day Guests:** No parties or day guests are allowed on properties without prior authorization from the property Owner or HCPL. Any violation of this guideline will result in immediate eviction from the property and forfeiture of rent. If additional guests are approved, additional fees will apply.
- **Commercial Photography:** Commercial photography and filming is not allowed without prior permission of the owner or HCPL. If approved, additional conditions and fees will apply.

- **Weather Events:** HCPL is not responsible for a change in weather conditions and does not give refunds or allow accommodation changes in the event of bad weather, storms, rain, or road conditions. In addition, HCPL does not accept liability for any inconveniences arising from any temporary defects or stoppage in supply of water, gas, electricity or plumbing, damage caused by weather/road conditions, natural disasters, acts of God or other reasons beyond its control.
- **Rates:** Published rates are subject to change without notice. Many properties may offer rates that are for less than the maximum number of guests that a property can accommodate. In this case, there may be extra charges for guests up to the maximum number of guests allowed. HCPL reserves the right to correct rates that were misquoted due to human or computer error.
- **Rental Damage Waiver:** Guest reservations will include a fee for a mandatory Rental Damage Waiver which protects you against unintended damage done to the property. This is not insurance, and the Damage Waiver does not apply to intentional damage done by the Renter or guests, or excessive wear and tear due to parties, smoking, pets, or negligence, nor does it apply to additional cleaning charges due to stains or spills, or fines due to excessive trash, or damage over the amount of \$1500. Guest acknowledges that any damage or fines not covered by the Damage Waiver can be charged to the Renter (and the Renter's card on file).
- **Cancellation Policy:** Reservations cancelled 31 days or more prior to arrival date are fully refundable minus a \$50 service fee. Reservations cancelled 30 days or less are **non-refundable** unless the property can be rebooked for the same dates of the cancelled reservation. If this occurs, the original reservation will be refunded 100% minus a \$50 service fee. HCPL reserves the right to cancel reservations for any reason.
- **Reservation Modifications:** No credits will be issued to a reservation for deduction of guests, pets, or shortening of rental dates within 30 days of the arrival date of the reservation.

Property policies:

- **Mechanical issues:** Every effort to maintain, clean, and have all mechanical items in top working condition is made. However, sometimes mechanical problems occur (i.e. hot tub, pool, internet, etc.). If you do experience any issues during your stay, please contact HCPL immediately so that repairs can be initiated. Unfortunately, HCPL cannot issue refunds for inoperable equipment.
- **Internet, Cell Phone, Television:** Depending on a property's location in the Hill Country, internet, cell phone, and television reception can sometimes be erratic especially during storms.
- **Structures:** No tents, canopies, or other structures may be erected on the properties.
- **Use of Weapons:** To ensure guest safety, no shooting of any firearms, bows, slingshots, etc. is permitted on our properties. No hunting or trapping of any type of animal is permitted.
- **ATV's, Motorbikes:** In order to avoid damaging the outdoor spaces of our properties, no All-Terrain Vehicles (ATV's), motorbikes etc. are allowed.
- **Outdoor Fires:** Due to the risk of wildfires, no Bonfires or open flames are allowed on properties unless there is a designated fire pit. City/County Burn Bans must be respected and adhered to.
- **Fireworks:** No Fireworks are allowed on any property. Violators will be assessed a \$500 fine if evidence is found on property that fireworks have been fired or/if neighbors report the matter to the County Sheriff or HCPL. Other legal ramifications may apply if local laws are violated.
- **Noise:** We are committed to creating positive relationships within the communities where our rentals are located. To that end, no loud music or other sounds which could disturb neighbors are allowed. Quiet hours are enforced from 9pm to 8am. Some of our properties may utilize smart home technology to ensure noise levels are maintained at respectable levels. NoiseAware is a smart home device that measures volume levels throughout the property and allows us to respond to noise nuisances before they can escalate and become larger issues. NoiseAware is 100% privacy compliant and does not record audio. Violators may be asked to vacate the property if noise complaints are reported.
- **Fireplace usage:** Many properties have fireplaces that can be utilized for your enjoyment. However, these are only available during times of the year when a fire is warranted – **October through February**. Please note all fireplaces are not operable so please check the properties amenities list to confirm as photos may show fire places that are not available for use.

- **Cleaning:** Basic cleaning is provided, but an additional fee will be charged to the credit card on file if excessive clean-up is required due to spills or excessive garbage left on site.
- **Items Left Behind:** The Homeowner or HCPL is not responsible for the loss of personal belongings or valuables. If items are left behind, there will be a \$25 fee to recover the item plus shipping costs assessed to return them. If items are not claimed within 30 days, they shall become the property of HCPL. HCPL will not be held liable for condition of said items.

RELEASE AND INDEMNITY: You understand that you are renting a private home that may be located in the Hill Country and outside of the city. As such, understand there may be snakes, scorpions, and other wild animals/insects or evidence of them on the property. Accommodations/Properties may include access to things that could be hazardous if reasonable care is not taken to avoid injury. These items include but are not limited to: stairs, balconies, walkways, swimming pools, hot tubs, rivers, creeks or other waterways etc. Guest's use of these facilities is at their own risk. Adults are responsible for the safe conduct of all children and pets on the premises and shall take all appropriate measures to ensure their safety. Guest(s) holds Owner and its agent, Hill Country Premier Lodging, and its employees harmless from any and all liability for damages and/or injuries resulting to Guest(s) or any invitees of Guest(s) whether said injury or loss is caused by Owner's negligence or not.

SIGNATURE By signing below, the signing guest acknowledge that he/she has informed all others involved in the reservation of this Property of the terms of this Agreement and that all have consented to be bound by this Agreement.

BY SIGNING BELOW, I AGREE TO ALL TERMS OF THE RENTAL AGREEMENT:

Property Name(s): _____

Reservation Confirmation #: _____

Arrival Date: _____

Depart Date: _____

Number of Adults in reservation: _____

Number of Children (under 18): _____ **Ages of Children:** _____

If the property is pet friendly, how many dogs are you bringing? (Limit 2) _____

_____ **Guest Initials:** By accepting this reservation, it is agreed that all guests affiliated with the reservation are expressly assuming the risk of any harm arising from their use of the premises.

_____ **Guest Initials:** By accepting this agreement, it is agreed that the credit card on file will be charged any fees associated with violations of the above rental agreement including but not limited to unauthorized pet fees, smoking fees, extra cleaning fees, and unauthorized party fees

_____ **Guest Initial:** If your property utilizes a key for entry, you agree to pay a **\$50.00 lock replacement** fee that will automatically be added to your reservation if the property key is not returned to the lock box upon check out.

_____ **Guest Initial:** Check- in time is 4:00 pm. Arriving earlier than standard check-in time may interfere with the housekeeping staff or opening team's ability to prepare the property for your arrival. **Unauthorized early arrivals will result in a charge of \$50 per hour prior to 4pm.**

Please check with our office on the availability of checking in early. Unfortunately, we cannot guarantee an early check-in until the week of your reservation in case the property becomes unavailable for any reason. We will do everything possible to accommodate your request.

_____ **Guest Initial:** Check-out time is 11:00 am unless authorized by the HCPL office. Late check-outs will be billed at \$50 hour.

Signature: _____ **Date:** _____

Address: _____

City: _____ **State:** _____ **Postal/Zip Code:** _____

Note: A signed rental agreement must be on file before access can be given to a property. Please return at your earliest convenience.