



## 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.*

### **Cancellation Policy:**

A 30-day notice is required for cancellation. Reservations canceled 31 days or more prior to arrival date are fully refundable minus a \$50 service fee. Reservations canceled 30 days or less are **non-refundable**. \* This loss can be avoided if CSA/Generali Travel Insurance was purchased and the reason for cancellation is covered under the travel insurance policy.

HCPL does not require you to purchase Travel Insurance but highly recommends it. The insurance premium is 6.95% of the total booking cost and is non-refundable and non-transferable.

*\*The standard cancellation policy may be superseded by the cancellation policies utilized by certain OTAs, such as Airbnb, Vrbo, etc., if the reservation was booked through one of these partners.*

### **Rental Policies:**

1. **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.
2. **“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.
3. **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.
4. **Check-in/Check-out Time:** Our standard Check-in time is at 4pm. Check-out is at 10am. **No Early Check-In or Late Check Out is Permitted unless authorized in advance by HCPL.** 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.** Likewise, unauthorized late departures may impact our ability to prepare for same day arriving guests so these also will result in a charge of \$50 per hour after 10am.

5. **Smoking Policy:** No smoking or vaping is allowed inside any property. Smoking/vaping 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.
6. **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.
7. **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.
8. **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.
9. **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.
10. **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.
11. **Travel Insurance:** Vacation Rental Insurance has been made available with your reservation. Vacation Rental Insurance provides coverage for the loss of prepaid, non-refundable expenses due to certain unforeseeable circumstances that may jeopardize your vacation investment and force you to incur unplanned expenses. Trip Cancellation and Trip Interruption coverage is available for events such as a sickness or injury of yourself, family member or traveling companion; flight delays due to adverse weather; interruptions of road service; terrorist acts; and mandatory evacuations. The plan also includes other valuable coverages such as Medical and Dental, Baggage, and Emergency Assistance and Transportation in addition to useful services such as identity theft, concierge and 24/7/365 emergency assistance. We strongly recommend you purchase this valuable protection. Additional terms and conditions apply; please read your Plan documents carefully and contact Generali Global Assistance at 866-999-4018 with coverage questions.

You can review the Plan details here:

<https://www.csatravelprotection.com/certpolicy.do?product=GR330>

12. **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.
13. **Rental Damage Waiver:** Guest reservations will include a mandatory Rental Damage Waiver fee which protects you against unintended damage up to \$10,000 done to the property. Any

intentional damage or amount greater than the covered amount will be the responsibility of the Guest and you authorize HCPL to charge your credit card on file for all such damages.

### **Vacation Rental Disclosure:**

Renting a vacation rental home is a very different experience from booking a hotel. HCPL is not open 24 hours a day. HCPL does maintain a 24/7 emergency line, but resources are limited outside of normal business hours. Unlike a hotel, there is not a front desk, onsite maintenance personnel, or onsite cleaning crew. Guests need to be familiar with the basic operations of a house or condo and use all resources to ensure a quality experience for themselves.

- A. Each property will be supplied with a “starter set” of basic amenities. HCPL will supply (1) roll of paper towels, (2) rolls of toilet paper per bathroom, 2 trash bags, a starter set of dish soap, and hand soap. Additionally, HCPL will provide small supplies of bathroom amenities (soap, shampoo, conditioner). Guests should plan on shopping without reimbursement once these items are consumed.
- B. Some rental units may have common kitchen staples (salt, pepper, foil, etc.). However, these are not stocked by the owner of the rental property and were probably left by previous guests. These items are not included in the home amenities list.
- C. HCPL does not provide firewood. If your rental has a fireplace/firepit, you may want to purchase wood at the local grocery store prior to arrival

### **Property policies:**

1. **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.
2. **Maintenance and Access Policy:** HCPL personnel have the right to enter the rental at any time during a Guest's stay as we attempt to resolve maintenance issues as they occur. If a maintenance issue occurs that cannot be fixed in a reasonable amount of time (within 12 hours) or if the Home is unavailable for any reason as determined in our discretion, and significantly affects your stay; we reserve the right to refund at our discretion or offer to relocate you to another nearby comparable home.
3. **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.
4. **Structures:** No tents, canopies, or other structures may be erected on the properties.
5. **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.
6. **ATV's, Motorbikes:** In order to avoid damaging the outdoor spaces of our properties, no all-Terrain Vehicles (ATV's), motorbikes etc. are allowed.
7. **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 too.
8. **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.

9. **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. These devices measure volume levels and allow a quick response to noise nuisances before they can escalate and become larger issues. All such devices are privacy compliant.
10. **Owner Cameras:** Some HCPL vacation rental properties may have security cameras that have been installed by the rental property owner outside of the home in order to protect their home from crime or wrongdoing. Surveillance cameras are not allowed in interior spaces.
11. **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 fireplaces that are not available for use.
12. **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.
13. **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.
14. **Sale or Unavailability of Property:** If an owner sells the home you have reserved or it otherwise becomes unavailable for any reason, HCPL, at its sole discretion, reserves the right to move the guest to a comparable home or cancel and refund the Guest's reservation.

**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 age 3):** \_\_\_\_\_ **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.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Postal/Zip Code:** \_\_\_\_\_

**Date of Birth of Contract Signer:** \_\_\_\_\_

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