

DATED: JAN 1, 2019

## **RENTAL AGREEMENT, RULES AND POLICIES**

**FOR PURPOSES OF THIS DOCUMENT THE TERMS "OWNER" AND "LESSOR" REFERS TO REICH PROPERTIES LLC – SERIES G OPERATING AS THE COTTAGES ON FISHER. THE TERMS "RENTER" AND "LESSEE" REFER TO THE PARTY TO WHICH THE COTTAGE HAS BEEN RENTED. THE TERMS "RENTAL AGREEMENT", "AGREEMENT" AND "RESERVATION" REFER TO THE PERIOD OF TIME THE COTTAGE IS RENTED TO THE LESSEE. THE TERM "COTTAGE" REFERS TO A PARTICULAR DWELLING RENTED BY THE LESSEE AND THE TERM "PREMISES" REFERS TO THE ENTIRE DEVELOPMENT NAMED**

### **THE COTTAGES ON FISHER**

**PRIOR TO CONFIRMING YOUR RESERVATION YOU WILL BE ASKED TO ACKNOWLEDGE YOU HAVE READ AND CLEARLY UNDERSTAND THIS DOCUMENT. PLEASE READ IT CAREFULLY TO AVOID ANY MISUNDERSTANDINGS. NO VERBAL AGREEMENTS WILL BE RECOGNIZED NOR ENFORCABLE AND WILL NOT FORM PART OF THE RENTAL AGREEMENT**

- 1) COTTAGE IDENTITY AND DATES OF RESERVATION** - Your Reservation is for a specific Cottage during a specific time period. Please review the dates and information about the Cottage you have chosen prior to making your Reservation.
  
- 2) PAYMENT PROCESSING** – The total amount owing under the Reservation is due in full at the time of booking the Cottage and all Reservations must be made through The Cottages on Fisher website. The Owner charges a one-time cleaning / booking fee of \$35. This fee is non-refundable other than for certain extenuating circumstances detailed elsewhere in this document. The Owner accepts payment by all major credit cards, no cash nor personal checks are accepted. The Renter agrees the Owner is allowed to charge the Renter's credit card with any other expenses that may be arise from the Renter's stay, as stipulated elsewhere in this document.
  
- 3) AGE RESTRICTIONS** – All reservations must be made by a person having obtained the age of 25 years and the Renter will be an occupant during the stay at the Cottage. At no time will there be anyone under the age of 25 years left alone on the Premises
  
- 4) CANCELLATIONS** – For any Reservation cancelled more than seven days prior to the first day of the stay, all charges incurred for rent plus taxes will be fully refunded however the \$35 cleaning / booking fee and applicable state accommodation tax will be forfeited. If the Reservation is made within seven days prior to the first day of the stay and is subsequently cancelled, there will be a flat fee of \$135 along with applicable state accommodation tax.

- 5) **MAXIMUM OCCUPANCY** – The maximum occupancy of any Cottage is limited to four persons. Any Renter found to be in violation of this occupancy rating will be required to immediately vacate the Premises. This Rental Agreement is terminated at the time the Renter and their guests vacate the premises and no refund of rent, taxes or booking fee will be considered.
- 6) **ARRIVAL DAY / TIME** – Check-In time is after 3:00 PM. **No early check-in please.**
- 7) **AVAILABILITY AND HABITABILITY** – On rare occurrences a Cottage which has been reserved will not be available for reasons beyond the Owner’s control. The Owner reserves the right to substitute comparable accommodations to satisfy the Renter’s Reservation. If comparable accommodations are not available, the Owner will refund 100% of the rent and taxes paid as well as the \$35 booking fee. If during the Renter’s stay the Cottage becomes uninhabitable or legally prohibited from occupancy for whatever reason, any rents and taxes paid will be refunded prorated based upon the days the Cottage was occupied by the Renter vs the intended stay. The \$35 booking fee will be retained by the Owner.
- 8) **CONDITION OF COTTAGE AND REFUND POLICY** – The Owner has made every effort to describe all Cottages, furnishings and the Premises as accurately as possible. Every effort is made to ensure all major appliances and equipment (heating and air conditioning units, water heater, refrigerator, stove/oven, clothes washer and dryer, microwave, bar-b-que pit and so on) work as designed and all small appliances (toaster, coffee maker and so on) operate as intended. If at any time prior to 6:00 PM on the day of check-In the Renter finds there is a problem with the Cottage or its equipment, they are to contact the Owner at 713-498-8469 or 979-627-3756 or via email at [STAY@THECOTTAGESONFISHER.COM](mailto:STAY@THECOTTAGESONFISHER.COM). The Owner will try to rectify the problem as expeditiously as possible. If it is determined the issue cannot be rectified in a timely manner, the Owner will provide the Renter with a choice of options. First, the Renter can move to a comparable Cottage within the development for the duration of their stay, and that Cottage will be substituted as the Cottage rented under this Reservation. If there are no comparable Cottages available, the Renter will be given a second option of accepting the rented Cottage as is and as compensation for the inconvenience created will be provided a \$35 credit to be applied against a future rental. Alternatively, if the Renter chooses, they can immediately vacate the Premises and the Owner will provide a full refund of the rent and taxes paid. The \$35 cleaning / booking fee will be retained by the Owner, but the Renter will receive a \$35 credit to be used against a future rental. If this option is chosen, the Rental Agreement between the Owner and Renter will be considered null and void. NOTE: No refund or rate adjustment whatsoever will be made for any equipment failures that occur after 6:00 PM on the first day of the Renter’s stay. The Owner is not responsible for intrusion of pests including insects, rodents, flies or other pests, as well as weather conditions, road conditions, power outages, acts of God, beach closures or any other activity, event, construction or condition beyond its control.

- 9) SMOKING, OUTDOOR FIRES AND FIREWORKS** – Smoking is strictly not allowed inside any Cottage and the Owner requests Renters and their guests please stand away from any open doors or windows when smoking. Smoking is permitted outside of the Cottages. Butts are to be deposited in the provided containers and not thrown on the ground. The Owner reserves the right to charge a flat fee of \$200 to cover smoke remediation and this amount may be charged to your credit card if we find any evidence of smoking inside the Cottage. Outdoor fires are permitted only in cooking appliances or containers designated for recreational fires such as the onsite bar-b-que pits. At no time will Renters or their guests ignite or explode fireworks within the Premises.
- 10) PETS** – Many people have pet allergies so out of respect for their needs, at no time will the Renter or their guests bring their pets on the Premises. Should a Renter allow a pet to be brought onto the Premises, the Renter and their guests will be asked to immediately leave the Premises and all funds paid for rent, taxes and the \$35 cleaning / booking fee will be forfeited. The Rental Agreement will be terminated at the time the Renter and their guests vacate the Premises. Further, the Owner reserves the right to charge a flat-fee of \$50 to clean the Premises if required.
- 11) HOUSEKEEPING** – Prior to your arrival, your Cottage will be cleaned, fresh linens and towels will be provided adequate to meet reasonable and expected usage appropriate to the size of the Cottage and its occupancy rating. There may also be start-up sundries (Paper towels, toilet paper, paper plates and plastic cutlery, dish soap, liquid hand soap, trash bags and so on) provided. The Renter is responsible for any requirements over and above what is provided by the Owner. Please note these sundries are being provided strictly as a courtesy by the Owner and the Owner is not obligated to provide any sundry items during the time period covered by this Rental Agreement.
- 12) RISK AND LIABILITY** – The Owner is not responsible for any accident, injury or illness that occurs while the Renter and/or their guests are on the Premises. The Owner is not responsible for the loss of personal belongings or valuables of the Renter or their guests. By accepting this Reservation, the Renter agrees to rent the Cottage and use the Premises for its intended purpose. The Renter agrees to be liable to the Owner for any damages (normal wear and tear and damage by the elements excluded) caused by the Renter or their guests. The Renter agrees to reimburse the Owner for any charges to repair or replace damaged items. These charges may include but are not limited to attorney's fees, court costs and other expenses that may be incurred by the Owner in enforcing this Agreement under Texas law.
- 13) QUIET TIME, LOUD PARTIES AND INAPPROPRIATE BEHAVIOR** – The Cottages on Fisher have been designed and are intended for rest and relaxation. Therefore, the Owner strictly enforces

quiet hours from 10:00 PM to 7:00 AM. Please respect other Renters' and Matagorda residents' right to privacy and peaceful enjoyment. Loud parties or any inappropriate behavior will not be tolerated and are cause for immediate removal from the Premises. Any illegal activity such as consumption of alcoholic beverages by any person(s) under the age of 21 years, activities involving illicit drugs, or the discharging of firearms is strictly prohibited and will be reported to the local police. If the Owner is forced to remove the Renter and/or their guests from the property for any of the aforementioned activities, the Rental Agreement is terminated at the time the Renter and their guests vacate the premises and no refund of rent, taxes or cleaning / booking fee will be considered.

**14) DEPARTURE DAY / TIME / RESPONSIBILITIES** - On the departure day, all Renters and their guests must vacate the Premises no later than 11:00 AM, and you should expect the cleaning personnel to arrive at that time to begin their work and ready the Premises for the next Renter. There will be a \$50 per hour charge for any hour or part thereof for any Renter who does not vacate the Premises on or before 11:00 AM on the departure day. There will be no refunds for early check-out.

On departure day:

- Leave all beds unmade. The Owner will change the linens and remake the beds.
- Place all used bath towels, hand towels, face cloths, dish cloths and tea towels inside the bathtub or shower
- Clean up clutter and spilled food
- Gather all food that you brought, including from inside the refrigerator, and take it with you
- Wash all dishes & cutlery that you used during your stay. Leave all items stacked in the dish rack.
- Ensure all trash is in trash bags and placed inside the on-site trash cans
- Take one final look around and ensure all personal belongings have been removed from the Cottage. Again, the Owner is not responsible for any personal belongings left behind by the Renter or their guests once the Cottage is vacated.
- Leave both keys on the kitchen table (There will be a flat fee of \$25 per key for every key that is not left once the Renter has vacated the Premises)
- **Please set the thermostat to 85 degrees during the summer or 65 degrees during the winter**
- When leaving the Premises, lock the door knob only, leaving the deadbolt unlocked.

Shortly after your departure, the Owner will inspect the property. The Owner reserves the right to charge your credit card for any expenses that may be incurred to return the Cottage to its condition as found upon your arrival. Any broken or missing items will be considered excess damage to the Cottage or Premises and will incur a charge. The Owner trusts the Renter and their guests understand this basic principal.

**Bottom Line: Please treat our Cottage and Premises the way you would if you owned it, and we won't have any misunderstandings.**