

## Release and Indemnity Agreement – A1 Vacation New Braunfels

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(YOU MUST BE 25 YEARS OR OLDER TO MAKE A RESERVATION. *We require a copy of your driver's license and must have a credit card on file in order to book with us.* THE PERSON WHO MADE THE RESERVATION NEEDS TO BE THE ONE WHO SIGNS THIS AGREEMENT AND WILL BE RESPONSIBLE FOR PROPERTY AND ACTIONS OF THE OTHER GUESTS.)

(Your name) \_\_\_\_\_, hereinafter "Guest(s)" on the behalf of any and all persons occupying and/or visiting the subject premises during the rental period does forever release, acquit and discharge A1 Vacation New Braunfels and/or Susan Phillips hereinafter "Agent", and all other persons, firms, or corporations who might be liable, from all claims, demands, charges, costs of court, including attorney's fees and causes of action of whatever nature from all liability and damage of any kind, whether in contract or in tort.

The short-term "rental period" shall be: arrival date \_\_\_\_\_ departure date \_\_\_\_\_.

Property Name: \_\_\_\_\_.

**We have absolutely zero tolerance for bad behavior!**

**Examples are, but not limited to: If the police are called, neighbors complain, play loud music, damage the property, have too many guests on site, put up tents, use vulgar language, excessive partying, nudity and or lewd behavior, too many vehicles, firecrackers, sleep in cars, have underage drinking, park in or block the neighbor's driveway, trespass on neighbor's property, climb or jump off trees, boat houses or upper decks, or leave excessive trash in the yard. You could be subject to immediate eviction and charged for damages and cleanup.**

**You cannot exceed the occupancy max as stated on the site and if you do, you will be charged \$50 per person. Please do not trespass on the neighbor's property.**

**No firearms allowed.**

**I agree to allow A1 Vacation New Braunfels to charge my credit card for any damages that I incur.**

Should Agent have a claim made against either or both of them, Guest(s) agree(s) to indemnify and defend Agent for any such claim and/or lawsuit.

Further, in the event that a claim and/or lawsuit arises out of the subject rental, and Guest(s) has(have) a policy of insurance, Agent shall be considered insureds, and/or Agent shall enjoy the benefits of such an insurance policy as though they were named insureds. Any dispute arising from the rental shall be governed and construed by the laws of the State of Texas. Venue for any dispute shall be in Comal County, Texas; and any such dispute shall be adjudicated by binding arbitration. The costs and expenses of arbitration shall be shared equally by the parties, and each party shall be responsible for its own attorney's fees.

If any part of this Release and Indemnity Agreement is invalid, the remaining portions shall remain in full force and effect.

I(we) have read and understood this Release and Indemnity Agreement, and have signed this Release and Indemnity Agreement without any advice, recommendation, and/or inducement from Agent.



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### A1 VACATION NEW BRAUNFELS POLICIES AND PROCEDURES

#### **CANCELLATIONS:**

A \$100 cancellation/administrative fee is charged for any reservation that is cancelled after booking with A1 Vacation New Braunfels.

Cancellations for short term rentals must be made two (2) weeks in advance or you will lose one night's rental.

All cancellations for long-term rentals (two or more weeks) must be made two (2) weeks in advance or you will lose one weeks rental.

There are no cancellation refunds under any circumstances if cancellation guidelines are not met by guest.

Reservations are not contingent upon availability or conditions of the water recreational facilities, including but not limited to the Comal, Guadalupe River, or Schlitterbahn.

There will be NO REFUNDS for shortened stays; you must pay for what you book.

#### **BOOKING FEE & CHARGES UPON RESERVATION:**

We charge a one-time non-refundable booking fee of \$29 (includes tax) per reservation as well as a \$250 refundable damage deposit upon making your reservation.

**RENT:** The rent is due two (2) weeks prior to check-in along with a signed "Rental Agreement and Policies & Procedures" (Release and Indemnity Agreement). No subletting is permitted.

**CLEANING FEE:** The exit cleaning fee is non-negotiable, and non-refundable.

If there is an issue with the cleaning, it is the guests responsibility to make management aware the same day of check in so we can assess the situation, and fix it immediately. No cleaning fee will be refunded in any amount without the proper notification. Do not call the morning you are checking out and ask for a refund.

#### **CHECK IN TIME:**

**Vacation New Braunfels will email you 2 days prior to your arrival with the checking in/out info.**

Check in time is **4 p.m.**

If you would like to check in early CALL FIRST to see if anyone is checking out of your unit and if it is a "turn-over."

There will be a \$25 early check in fee per hour. Early Check In fees will apply.

In the event of unforeseen circumstances, we reserve the right to move

guests to another property of comparable size and costs at no extra charge to the guest.

The guests must comply with the maximum number of guests allowed per property.

A1 Vacation New Braunfels has the right to inspect the number of people in your party. Any party exceeding the maximum occupancy is reason for eviction without reimbursement of rent.

#### **CHECK OUT TIME AND INSTRUCTIONS:**

Check out time is **11:00 am.**

We will charge your credit card for \$50 for every hour you stay past 11:30 am and at 1:30 p.m. you will be charged an additional day's rent.

Remember we may have guests checking in after you.

We ask that you put the key in the lockbox after locking all doors and windows, turn up the air to 78 or turn down the heat to 65, turn off fans and lights and bag trash and place outside in trashcans. Please put any furniture that you have moved back where you found it. Please put the dishes in the dishwasher and start it, remove any food from the refrigerator. Failure to complete any of the above will result in additional fees **starting** at \$50.



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**NON-SMOKING:** All of our properties are non-smoking units. Evidence of indoor smoking will result in a \$300 charge to your credit card. Outside smoking is permitted but ashtrays must be used. There will be a one dollar fee per each cigarette butt found on the property after your visit.

**PETS: No pets allowed.**

If you require a service animal, please inform us beforehand. If this rule is violated, there will be a \$250 charge to your credit card and you may be subject to immediate eviction. PLEASE PICK UP AFTER YOUR DOGS or you will be charged a waste pick up fee of \$50.

**INVENTORY:** A full inventory has been made of the contents of each property, and an inspection will be made after your check out. Any damage or missing items will be charged to your credit card.

**REFUNDS:** A1 Vacation New Braunfels does not refund money for early departures for any reason. A1 Vacation New Braunfels acts as the agent for the property owners and does not have the authority to refund money to renters for any reason.

**FAIR HOUSING:** A1 Vacation New Braunfels complies with all Fair Housing requirements and will not deny any rentals because of race, color, religion, sex, origin, handicap or family status.

However, A1 Vacation New Braunfels will not rent to anyone under the age of 25 years old.

All reservations must be made by a responsible party age 25 or older or will occupy the property during the reservation period. This party will be responsible for all charges and damage fees. This party will sign the Policies and Procedures Agreement and the Release and Indemnity Agreement.

**KEYS AND LOCK OUT PROCEDURES:** All keys issued at check in must be returned at check out. There will be a \$25 charge for each key we have to replace. After-hour lock-outs result in a \$50 lockout fee. There will be a lockbox with the keys inside at each property. Be sure to get the code from management.

**You must put the key back in the lockbox at checkout. If you have a maintenance request, please leave the key in the lockbox so we can get in the house/condo to make repairs.**

**SAFETY:** Safety and security are the sole responsibility of the guests. Owner or its agent assume no responsibility or liability for the safety or security of the guests, or for the injury caused by the criminal acts of other persons.

Guests should ensure that all doors and windows are locked at all times, and guests must immediately notify A1 Vacation New Braunfels at 830-620-0290 or 210-710-0583 if any locks are inoperative. Guests should not store combustibles on premises.

You are responsible for evacuating in case of a flood, tune into KGNB AM 1420 for weather updates.

**LOST AND FOUND:** We are not responsible for any loss of money, jewelry, valuables of any kind or any damages incurred to guests' vehicles or their contents. If possible, A1 Vacation New Braunfels will return left-behind items at the guest's expense.

**WEDDINGS:** We have only small weddings at some of our selected properties. If you are having a wedding, please work with us and make sure there is adequate parking, security and bar tenders may be required due to state law.

**PAYABLE:** The guests acknowledge receipt of the services and charges hereon and agree to pay for it on demand in New Braunfels, Texas. These properties are privately owned, and the management reserves the right to refuse service to anyone.



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**SWIMMING SAFETY:** No lifeguards are on duty. You swim at your own risk. No diving or jumping from house roofs, trees or bridges.

**WHAT TO BRING, GROCERY & MEDICAL INFO:** Bring your toiletries such as shampoo, toothpaste, bar soap, laundry detergent, beach towels, charcoal if your property has a charcoal grill etc. VNB provides toilet paper, paper towels, dishwashing liquid, cleaning supplies. The properties are fully furnished with linens, dishes and pots and pans. HEB is located at Loop 337 and Hwy 46. Super Walmart is located at IH 35 and Hwy 46. The physical addresses are as follows: HEB - 1655 Hwy 46, New Braunfels. Super Walmart is located at 1209 IH 35 South. Hospital: Christus Santa Rosa: 600 N. Union Ave./New Braunfels, TX 78130 (830) 606-9111, outpatient center is located at 598 N. Union Ave #1 (830) 643-6235.

**AC AND FRIDGE INSTRUCTIONS:** Please do not turn the AC below 72 degrees or it could freeze up if you put it any lower. Same with the fridge. If you put hot beer or watermelon in the fridge it may take some time for it to cool. Please don't turn the temp down as the fridge could freeze up or the opposite! You could be charged for a service call.

**ADDITIONAL INFO:** River Road has limited cell phone reception.

**READ CAREFULLY BEFORE SIGNING.**

After printing and signing this page, you can fax it to **830-629-6400**.

You also can scan and e-mail it to **info@A1VacationNB.com**.

You also may mail it to 219 E. San Antonio St., Suite O, New Braunfels, TX 78130.

**Reservations are not final without signing, initialing and returning this Agreement along with a copy of your driver's license or other valid ID. By signing you are agreeing you read and understood all 4 pages of this rental agreement.**

**THANK YOU FOR CHOOSING A1 VACATION NEW BRAUNFELS!** We appreciate it so much! Please sign our guest book, we want your input!

(Initial) \_\_\_\_\_ A1 Vacation New Braunfels will keep your credit card on file and reserve the right to charge it for any damages and/or additional fees that may occur.

NUMBER OF GUEST(S): \_\_\_\_\_

Signature \_\_\_\_\_ Print Your Name \_\_\_\_\_ DATE \_\_\_\_\_

*Be sure to keep a copy for your records and bring with you during your stay for reference.*

