

**FRIO CANYON VACATION RENTALS
RENTAL AGREEMENT/POLICIES AND PROCEDURES**

*****All sections of this rental agreement must be signed and filed within 3 days of receipt, or the reservation may be canceled by FCVR without refund of booking deposit!**

Frio Canyon Vacation Rentals (abbreviated as “FCVR” in this document, and “we”) and all properties managed by it have established policies and procedures that will make your stay a memorable experience. Renters and guests (also referred to as “lessee[s]” or “you”) shall adhere to the rules, regulations, and guidelines noted below to ensure that you and your family have a safe and pleasant experience. Frio Canyon Vacation Rentals and the properties that it manages will adhere to zero tolerance for those not conforming. Frio Canyon Vacation Rentals reserves the right to deny admittance or require renters or guests to vacate your rental when policies are violated without refund.

IMPORTANT NOTICE: All reservation holders shall read and acknowledge in writing (e-signature) the policies and procedures listed below. The lessee that serves as the reservation holder will make these known to all other guests and to communicate to all guests that each Frio Canyon Vacation Rental is privately owned. Please be respectful of all property in the home. *****THE RESERVATION HOLDER, WHO SIGNS THE RENTAL AGREEMENT AUTHORIZES THE CREDIT CARD ON FILE AS THE DEFAULT CREDIT CARD TO INCUR ANY CHARGES FOR DAMAGE OR NON-COMPLIANCE OF THE RENTAL AGREEMENT IN ANY WAY, EVEN IN EXCESS OF THE \$350.00 DAMAGE DEPOSIT IF NECESSARY! (See below.)**

PLEASE SEE THE FEES/CANCELLATION POLICY SECTION OF THE RENTAL AGREEMENT FOR INFORMATION ON FEES, BOOKING DEPOSITS, CANCELLATIONS, REFUNDS, ETC. **No refunds will be given for weather in the Concan area or Frio River conditions.**

(Contract. Initials)

1. You must be 25 or older to rent any Frio Canyon Vacation Rental. If guests are all adults (18 or over), all guests must be 25 or older as well. The reservation holder is required to present proof of identity and age upon check-in utilizing either a driver’s license or passport. We do not require reservation holders to register all guests. **If the reservation holder is found to be under**

the age of 25 upon check-in FCVR reserves the right to cancel the reservation without refund. The reservation holder must be present throughout the entirety of the reservation.

2. Renters must not exceed the maximum capacity of the home as outlined on the FCVR website and reservation confirmation. These numbers are put in place not only for feasibility of sleeping arrangements but for the safety of renters and the infrastructure of the home. **If guests are found in excess of maximum capacity AND/OR if the number of vehicles parked on property exceeds the specified limit for a particular property FCVR reserves the right to order guests to vacate the property without refund.**

3. Park on driveways only. DO NOT park any type of vehicles on grass/dirt or on the street. Contact an FCVR staff member if you are unsure of where to park. A portion of the security deposit will be held back to repair landscaping if needed if renters are found to have damaged it by parking on the grass.

4. Guests must respect property lines and not trespass. Frio Canyon Vacation Rentals are located inside of other communities/subdivisions and many homes in these areas are privately-owned and occupied by full-time residents. Please do not utilize amenities (i.e., outdoor sporting equipment) that are not part of the property of your Frio Canyon Vacation Rental. Please do not approach, feed, or pet neighbors' horses or other livestock. If you have questions about property lines, please contact a FCVR staff member.

5. Golf carts may only be used in the Heartstone subdivision. Ask FCVR staff members for the contact information for our local vendor. ***ATVs/UTVs and minibikes are not permitted in any of the subdivisions in which FCVR homes are located or on any FCVR property. Check with a FCVR staff member for more details.

6. No tents, pop-ups, campers, side-by-sides, or RVs are permitted on FCVR property. Guests found with any of these on property will be asked to remove them immediately.

7. Check-in time is 4:00 p.m. and checkout time is 11:00 a.m. ***Our Housekeeping and Quality Control teams are working harder than ever to

ensure that we can provide guests with a clean, safe, thoroughly disinfected environment and currently utilize the full amount of turnover time between reservations to do this. **Guests are not permitted to arrive early without prior authorization from management – NO EXCEPTIONS!** Also, guests may be charged if not checked out by checkout time on day of departure.

8. Do not move furniture from its original location. This includes removing mattresses from beds and placing them in a different location. If furniture is found to have been moved a portion of the security deposit will be held to compensate for extra time needed to move furniture back to its original location. Bunkbeds are used in some Frio Canyon Vacation Rentals. Guests should use caution while on bunks and getting on/off bunkbeds. The Hold Harmless Agreement at the end of this document applies to the use of bunkbeds as well.

8. All FCVR properties come with pillows, pillow covers, mattresses, mattress pads, and blankets/comforters already provided.
(Contract. Initials)

9. Guests may find a closet or other storage area of an FCVR locked upon arrival. This is owner storage and used for homeowners to store their own personal belongings (usually the owner occupies a small amount of the available storage in the home). Guests may not tamper with, unlock, or utilize any items in owner storage. Guests may be charged for repairs needed if locks are broken or for any items missing or damaged from owner storage if accessed, even in excess of the security deposit. Contact a FCVR staff member if you are unsure of whether a storage area is available to you.

10. Guests are responsible for collecting trash and placing it in the outside garbage containers located on the property. FCVR provides daily trash pickup during peak season. Guests must dispose of all trash in the outside garbage containers prior to check-out.

11. Fires must be built in the designated fire ring and outdoor fireplaces. Fires must not be left unattended and must be put out before going inside or leaving. Burn bans are often in place and must be obeyed. Do not have an outdoor fire other than in the barbecue pit if it is windy. NO FIRES may be built

along the river. Indoor fireplaces can only be used from October through February.

12. Fireworks and discharging of any type of firearms including BB guns, slingshots, water balloons, etc., is prohibited.

13. Guests using swimming pools must obey all rules at the pool (see Pool Rules section of this rental agreement). Children must always be accompanied by an adult at all times. **Diving or jumping into a pool is prohibited.** Climbing on landscaping rocks or waterfall features is also prohibited. Lifeguards are not on duty. Swim at your own risk.

14. The use of water toys outside of the pool area is prohibited. Water guns may not be shot/water toys may not be thrown at the house. Water stains on the windows from use of water toys on the structure of the house take extra time to remove and a portion of the security deposit may be held back to account for this.

15. Glass bottles are not allowed at the river or swimming pool areas.
(Contract. Initials)

16. Piñatas, cascarones/confetti eggs, confetti of any type, glitter, and paint are strictly prohibited on any part of the property of a Frio Canyon Vacation Rental, inside or outside. **The full security deposit may be withheld if guests are found to have used these items.**

17. Littering in the river and at any FCVR home is absolutely prohibited. The Frio River is a treasured asset and local law enforcement monitors the river. Guests may also have a portion of their security deposit withheld if trash is found on the outside part of the property and not in garbage containers, including food, cans, bottles, cigarette butts, rocks, bottles, etc.

18. All Frio Canyon Vacation Rentals are “feather free” establishments. The full \$350 security deposit may be held if any feathers or carcasses of any kind are left behind anywhere on Frio Canyon Vacation Rentals properties, inside or outside.

19. All FCVR properties are “no pets” properties. No pets of any kind are allowed on any part of the property, including outside. There are no exceptions. Guests may be charged for any extra cleaning needed when an animal has been present, even in excess of the \$350.00 security deposit when necessary.

20. Use of sound equipment is not permitted. Music should only be loud enough for guests at your home to hear. Screaming and yelling that may disrupt neighbors is not appropriate. Please note this applies to river parks as well. Quiet hours are observed from 10:00 p.m. to 8:00 a.m.

21. Frio Canyon Vacation Rentals and its properties are family oriented. Offensive language or behavior, use of illegal drugs, underage drinking, and public intoxication will not be tolerated. If FCVR receives complaints from neighbors and/or the HOA, or if FCVR staff members witness these types of behaviors at any FCVR and requests to cease these behaviors are not adhered to, FCVR reserves the right to evict renters without refund.

23. Utilities, such as water and electricity, are provided and controlled by outside companies. Concan Water Supply and Bandera Electric both operate independently of FCVR. Outages not related to non-payment by homeowners or individual renter usage are outside of the control of FCVR and a result of weather, nature, overuse as a region or subdivision or other causes. FCVR cannot be held responsible for an outage that we did not cause. If renters report an outage, FCVR employees will notify the respective entities as soon as possible and communicate with guests regarding the status of estimated repair time as they are able. Refunds will not be issued for outages that are not caused by Frio Canyon Vacation Rentals.

24. **Prior to departure, in order to help ensure the full refunding of the \$350.00 security deposit, guests must do the following:**

- Empty refrigerators
- Wash dishes and put away clean dishes, including unloading and putting away clean dishes from the dishwasher.
- Place all trash in the outdoor receptacles.
- Spot sweep any excess dirt.

FCVR reserves the right to charge for additional services required to return the property to the state it was in prior to guests' arrival. In addition to anything already mentioned above in this agreement, broken fixtures or furniture, missing amenities, and damage to the property resulting from gross negligence are examples of chargeable items.

***Security deposits are returned the credit card listed as the default card for the reservation. Security deposits will be generated, and an email will be sent with the receipt attached no later than one week after the day of checkout. The credit card merchant utilized by FCVR advises the public that, once generated, it can take 3-5 business days for the funds to be credited to an account. **If a portion of the deposit is withheld or charges in excess of the deposit are made due to damage or non-compliance with the terms of the rental agreement, guests are notified via email along with photos attached when applicable.** Questions about security deposits in general can be directed to FCVR staff members.

25. Hold Harmless Agreement: "Lessee" shall include all persons occupying or visiting property leased from Frio Canyon Vacation Rentals. Lessee agrees to protect, indemnify, save and hold harmless Frio Canyon Vacation Rentals including its officers, agents, employees, and homeowners whose homes are part of the Frio Canyon Vacation Rentals rental pool, from and against all losses, costs, and expenses, and from and against all claims, demands, suits, and actions for damages or from liability of whatever nature for any and all damages to property OR injury (including death) to any person or persons arising from a visit to property owned or managed by Frio Canyon Vacation Rentals. The person signing the Hold Harmless Agreement (this particular section) as well as the rest of this rental agreement is responsible for conveying its contents to every person in their party and any and all guests visiting any Frio Canyon Vacation Rentals property.
(Contract. Signature)