

RENTAL AGREEMENT - TERMS & CONDITIONS

YOUR RESERVATION IS NOT COMPLETE OR CONFIRMED UNTIL YOU SIGN, AGREE AND RETURN THIS CONTRACT TO NB LEASING:

(You may print copy for your record)

Reservations, Deposits & Payments

Reservations can be made online or by phone. Responsible party must be 25 years of age or older. A valid credit card is required and will be applied to all reservations. New Braunfels Leasing accepts VISA, MasterCard and Discover. The reservation is confirmed upon acceptance of a valid credit card and your e-signature of this rental agreement

For short term rentals (less than 1 month): A \$250 **reservation deposit** is required to make a reservation. This is for holding the reservation. The **reservation deposit** will be applied to the total rental amount due, and is not a deposit to be refunded. The remaining balance of the total reservations cost will be charged to the credit card on file two weeks (14 days) prior to the arrival day of the reservation. The reservation is then final and non-refundable at 14 days prior to arrival.

For longer term reservations (1 month or longer): A \$500 **reservation deposit** per month rented is required to confirm a monthly rental. The remaining balance on a monthly rental will be charged and become final and non-refundable 60 days prior to the stay. The \$500 reservation deposit is held as a Security Deposit and does not apply to the total rental bill but will be refundable at the end of your stay.

Some long term stays will require an additional \$500 damage deposit to be collected from the guest prior to their stay. This will be held for the duration of the guest stay. The property will be inspected after the guest stay and the damage deposit will be refunded within 15 days after the guest stay either in full or according to amounts to cover any damages of the guest.

Cancellations

For short term rentals (less than 1 month): A guest may cancel a reservation up to 14 days (2 weeks) prior to your arrival date. You will be refunded \$175 which is your \$250 reservation deposit, less a \$75 cancellation fee. **ABSOLUTELY NO REFUNDS or CANCELLATIONS** for any reason will be accepted after your final reservation payment has been made 14 days prior to your arrival.

For longer term rental (1 month or longer): No refunds or cancellations accepted less than 60 days prior to your arrival date.

ANY date change on a confirmed reservation, or transfer to a different unit is subject to a \$25 change fee.

Damage to Property

Please report damages to our office (830-643-0656), to include any damages that you notice upon your check-in, or accidental damage that occurred during your stay. Guests are held responsible for damages as well as any unreported damages; whether accidental, or damages caused by negligence, willful and wanton conduct or pet damage. The full cost to repair such damages will be charged to your credit card. **Any unauthorized pet will result in an immediate \$200 fine, plus any cost needed for repair or clean up after departure. SMOKING IS NOT ALLOWED** anywhere on the properties managed by NB Leasing. Any evidence of smoking including: odor, ashes, cigarette butts, etc., will result in an immediate \$500 charge, plus any additional cost needed to remediate the damage after departure. Every property is inspected upon guest departure and damages beyond normal wear and tear; missing items; or the need for excessive cleaning or trash removal is noted. Excessive trash, damage to or missing linens, missing or damaged items or for extra cleaning required other than for normal wear and tear can result in extra costs that will be charged to your credit card.

Check-In & Check-Out Times

Check-in time is any time after 4:00 pm. Check-out time is 11:00 am. Your credit card may be billed for extended time beyond these check-in and check-out times.

Occupancy, Additional Guests & Parking

Maximum Occupancy for this unit is:

The maximum occupancy for each unit is monitored closely by private security or the HOA. Only registered guests may occupy the property. No additional parties, large groups or additional overnight guests are allowed. Exceeding the maximum occupancy or having parties/large groups at the property will be reason for eviction without reimbursement of rents and deposits. The number of vehicles and parking is also monitored. If the property you are renting requires guest wristbands and parking passes, then you will be provided the appropriate number of wristbands and parking passes allowed and required for your unit in your check-in materials.

Guest Safety & Children

Safety and security is the sole responsibility of the guest. Property owner(s) or New Braunfels Leasing & Property Management, LLC will not be held responsible or liable for the safety, security or actions of guests whether accidental or deliberate, for guests' personal property and belongings, or for injury caused by the actions of other persons. In case of danger or potential damage to persons or property, call 911.

The rental properties are individually and privately owned and have not necessarily been made "child-safe," as various cleaning agents, knives, and other normal household items may be within the reach of small children. Please be aware and cautious with your little loved ones, as it is the adult guests' responsibility for the actions of the children in your care.

A/C, Refrigerators & Other Mechanical Items

Mechanical items can fail at any time. NB Leasing is not responsible for any mechanical failure of air conditioning, refrigerators, appliances or any other mechanical or structural component of the rental unit, either prior to or during the rental period. Please report any problems immediately to the property manager (830)643-0656. We will make every effort to cure the problems or have repairs made as soon as

possible. Refunds and adjustments for equipment breakdowns or malfunctions will not be considered or compensated to guests.

There are certain things the guest can do to help prevent some mechanical failures, such as: **Do not turn the A/C units below 72 degrees.** This can cause the unit to freeze and malfunction, whereby you could be charged for the maintenance call. **The refrigerators work best at their normal settings. Please do adjust them to the highest settings, or overload the refrigerator with quantities of warm food and drinks.** The refrigerator will not be able to cool the food any faster, even at the highest settings.

Amenities

All units are privately owned, furnished and decorated by the individual owner. Every effort has been made to ensure accurate and up-to-date pictures and descriptions of the rental unit and community amenities. However, the property owner has the right to make changes or alterations to their property at any time. Therefore, there could be differences from the photo description of the property. New Braunfels Leasing is not responsible for changes or alterations that may appear to differ from photos.

All homes are furnished for basic housekeeping which includes household furniture, equipped kitchens with appliances, pots, pans, dishes and tableware, and bedding linens, pillows and towels. However, the guest may choose to bring for their own convenience, additional items such as extra towels for outdoor activities or personal toiletries. Some units may not have certain specialty items such as hair dryers, irons or ironing boards, of which a guest may bring their own. Guests should bring from home, purchase or rent any other specialty items needed for their convenience or necessity, that are not provided at the property.

Room Keys

Most units have electronic door locks with a code that will be issued to the guest. For those units with keys, there will be 2 keys provided. There will be a minimum of a \$50 charge to the guests' credit card for a lost key. In the event of an after-hours lockout, please do not attempt to break any part of the property to enter, as those would be damages charged to your credit card. Please leave an after-hours emergency message at (830) 643-0656 and we will be contacted immediately. A minimum \$50.00 lost key charge, plus the locksmith/opening fee will be charged to the guest's credit card.

Lost & Found

NB Leasing is not responsible for personal items left behind. If you leave something behind, it is the guest's responsibility to notify us and we will make an effort to recover the lost item. NB Leasing does not directly return-ship lost items. NB Leasing will email the guest a form requesting credit card information and shipping instructions. The items are then taken to a third party mailing service with the guest's information form and the guest will be responsible for all return shipping costs and arrangements with the outside service. Any personal items that are found after a guest stay, that is unclaimed or unreported to us, will be held for 2 weeks (14 days), after which it will be disposed or donated.

Office Hours & Emergency Calls

NB Leasing office and staff is in the office from 8:30 am to 5:30 pm Monday-Friday. Guests may call NB Leasing at 830-643-0656, at any time 24/7, for after-hours, weekend or emergency calls, and it will be answered by a live-voiced operator. The message will be forwarded to an on-call NB Leasing manager.

Disturbances & Rules Violations

Guests are responsible for their own proper conduct and that of everyone in their party, and are expected to adhere to any and all ordinances and HOA rules. Guests are solely responsible for any fine, citation, or actions issued to them for an ordinance or rule that they violated. We want you to enjoy your stay but loud disturbances including but not limited to loud behavior, music or noise, nudity, profanity or drunken behavior **WILL NOT** be tolerated. If there is a report to management or if police or security is called out to address any disturbances or violations caused by you or any member of your party, then you are in violation of this contract and the entire party is subject to immediate eviction and removal from the property without refund. To report any disturbance or bad behavior please call the **New Braunfels Police Department at 830-221-4100** or if outside city limits call the **Comal County Sheriff's office at 830-620-3400** or the **Guadalupe County Sheriff's office at 830-379-1224**.

Right of Entry

Guests agree that the owner or agents reserves the right to enter the rental property anytime to investigate disturbances, check occupancy, check for damages, to make repairs, alterations or improvements as deemed appropriate or necessary by owner or management.

Housing Compliance

New Braunfels Leasing & Property Management, LLC complies with all Fair Housing requirements and will not deny any rentals because of race, color, religion, sex, origin, handicap or familial status.

Personal Information Is Strictly Confidential

New Braunfels Leasing & Property Management respects your right to privacy and considers any information that you provide us to be strictly confidential. We do not sell or share personal information and e-mail addresses with other companies.

Guest Signature

Date