

SHORT TERM RENTAL AGREEMENT

POLICIES & PROCEDURES

CONCAN CASA RIO RENTALS, L.L.C. and CASA RIO MANAGEMENT, L.L.C.
3798 County Road 348
Concan, Texas 78838
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(830) 333-0001

Terms of the Agreement:

All guests are required to read the policies and procedures. The responsible person must acknowledge responsibility for all members of the party by initialing on the lines provided.

Casa Rio Management, L.L.C. (Casa Rio Management) and Concan Casa Rio Rentals, L.L.C. (Casa Rio Rentals) has established these policies and procedures in order to make each party's stay a safe and memorable experience.

Casa Rio Management or Casa Rio Rentals will adhere to a zero-tolerance policy for those not conforming to the policies and procedures. Casa Rio Management or Casa Rio Rentals may deny admittance to the property, or require a party to vacate the property if any policies are violated.

1. **Responsible Person**

Responsible Person: The person in each party who executes the contract with Casa Rio Management or Casa Rio Rentals shall be designated the responsible person in each party. The responsible person securing the reservation must be at least twenty-five (25) years of age and will be required to stay on the property during the entire reservation period. No exceptions will be made to this rule. At the time of making your reservation, please be prepared to provide a major credit card to cover any fees or incidentals incurred during your stay, as well as a driver's license or other identification card.

2. **Occupancy:**

Guests will not be granted access to the property until the entire reservation fee is paid in full and all required documents have been turned in.

Each Casa Rio Management/Casa Rio Rentals property has a limit on the number of occupants allowed during each reservation period. Prior arrangements must be made with Casa Rio Management or Casa Rio Rentals if a party requests additional person to stay on the property during the reservation period. A fee of \$25.00 per person, per night will be assessed for each additional person. Failure to adhere to this policy will result in a fine of \$100.00 per person, per night.

3. **Payment Requirements**

One-half of the total reservation fee must be paid upon booking the reservation. The final one-half of the total reservation fee must be paid thirty (30) days prior to arrival.

4. **Cancellations**

There will be no refunds given for any cancellations of reservations, regardless of the reason for cancellation.

5. **Check In/Check Out times**

Check in 3:30 P.M. Check out 10:30 A.M

Early check in/late check out may be arranged with management for a fee of \$75.00.

It is Imperative that all parties adhere to the check-out time listed above to allow management to prepare for the next guest. Failure to check out on time, without prior permission from management, will result in a \$50.00 fee, which will be charged to the credit card on file for the responsible person.

6. **Check In Info/Lock Box & Keys**

Check in will take place at the property location. Call or text management thirty (30) minutes from the property in Concan, Texas. A Casa Rio Management/Casa Rio Rentals team member will meet you at the property to check you in. This is when you will be given the lock box code for your stay. If the property keys are lost or are not returned at the end of the reservation period, a \$60.00 fee will be charged to the credit card on file for the responsible person.

7. **Smoking**

No smoking is allowed inside any of the homes. Ashtrays are provided outside the homes for outdoor smoking. A \$200.00 fee will be charged to the credit card on file for the responsible person if any evidence is found that smoking occurred inside the home. All cigarette butts must be disposed of properly in the provided receptacles. A \$50.00 fee will be charged to the credit card on file for the responsible person if cigarette butts are found on the ground outside.

8. **Trash**

All trash must be gathered and placed in the outdoor receptacles provided, with the lids closed and latched. Do not leave any bags outside of the designated trash bins. Local wildlife loves to make a mess of the trash. During your stay or upon check out, if any trash will not fit into the receptacles with the lid fully closed, please call management immediately. Management will pick up extra trash at any time at no charge prior to your departure. **DO NOT, UNDER ANY CIRCUMSTANCES, LEAVE ANY TRASH BAGS OUTSIDE OF THE PROVIDED RECEPTICLE.** Failure to adhere to the proper trash disposal procedures will result in a fee of \$75.00, which will be charged to the credit card on file for the responsible person.

9. **Fires**

Fires are not allowed anywhere on the property except in designated barbeque pits, fire pits or fireplaces. Burning decorations or anything from the home or yard to make a fire is strictly prohibited, as is cutting down trees or breaking limbs to make a fire. Failure to adhere to this will result in a fee ranging from \$250.00 to \$500.00, depending on the damage done to the property. Also not adhering to any local burn bans will result in a fine of \$500.00. All fees will be charged to the credit card on file for the responsible person.

10. **Bedding**

Bedding **IS** provided for the following homes:

- Texas Tuscan
- Hill Country Hideaway
- Old Glory
- Neon Moon

Management would appreciate guests treating all bedding with care. If bedding is damaged or soiled, a fee will be charged to the credit card on file for the responsible person for cleaning or replacement of the bedding.

Bedding **IS NOT** provided for the following homes:

- Casa Rio Hideaway
- Casa Rio River House
- Valley View

The bedding in these homes is to make the home aesthetically pleasing for all guests. It is not intended for your personal use. Please fold the comforters when making your bed and place the comforters and shams in a safe clean place. If bedding is damaged or soiled, a fee will be charged to the credit card on file for the responsible person for cleaning or replacement of the bedding.

11. **Pool or Hot Tub Use**

For those guests with a pool or hot tub at the home, the pool is professionally maintained on a regular schedule. If at any point during your stay the pool needs service, contact management right away. Should there be a major issue with a pool or hot tub, there will be no discounts or refunds given.

12. **Pool or Hot Tub Equipment**

The pool and hot tub controller is generally located near the outdoor kitchen area. If there are any problems with any of the pool or spa equipment, guests should contact management for help. Please remember that the spa will require a bit of time to fully warm the waters. There is a pool net on the property that may be used to remove debris or small items from the pool. The net should only be used in the pool area for these purposes. Damage to any pool equipment will be assessed by a certified pool company professional. If a party causes any damage to any pool or spa equipment, the credit card on file for the responsible person will be charged for the costs of the damages.

13. **Golf Course**

Any golf courses in the area used by parties are private businesses and should be treated as such. At no time should children be allowed to play on the golf course. No bicycles, scooters, or unauthorized vehicles are to be ridden on the greens or cart paths. Even if special permission is given from management to bring a golf cart on the property, parties are not permitted to drive on the golf course greens or the cart paths. All rules established by the golf course, as well as Casa Rio Management, must be followed. The golf course rules are subject to change at any time, at which time, Casa Rio Management will notify guests of said changes.

14. **Vehicles/Trailers/Off Road Vehicles**

- A maximum of 10 vehicles are allowed for golf course properties.
- A maximum of 4 vehicles are allowed for mountainside properties.
- Each property has designated parking areas. Parking is only permitted in these areas. Parking in the street is not permitted and could result in your vehicle being ticketed or towed at your expense.
- Prior arrangements must be made for any additional cars that will be parked on the property. There will be a \$20.00 per car fee for each additional car parked on the property, which will be charged to the credit card on file for the responsible person.
- No four-wheelers, ATVs, golf carts, or dirt bikes of any kind are allowed on Casa Rio Management properties without prior permission from management. Permission must also be granted for box or flat trailers for gear or supplies. No campers, RVs, or horse trailers are allowed at any of the properties.
- No unauthorized vehicles may be driven on any of the golf courses used by the party.

15. Personal Conduct

Offensive behavior, use of illegal drugs, and underage drinking will not be tolerated on any property. Please keep loud music and noise to a minimum. Guests are NOT allowed on the roof, and should they access the roof, they will be required to leave the property immediately. If any of these are reported to the local law enforcement, or to management, we reserve the right to review the situation, which could result in an eviction from the premises. No refund will be issued for early departure caused by violation of the personal conduct policy.

16. Pets

Pets **ARE NOT** allowed at any of the following properties:

- Texas Tuscan
- Hill Country Hideaway
- Old Glory
- Neon Moon
- Valley View

Violation of this pet policy will result in a \$200.00 fee charged to the credit card on file for the responsible person. Additionally, all parties and their pets will be required to vacate the property, with no refund of the reservation fee. If any exception is sought to this rule, please contact Casa Rio Management.

Pets **ARE** allowed at any of the following properties:

- Casa Rio Hideaway
- Casa Rio River House

We at Casa Rio Rentals love pets and would never want them to miss a family vacation. However, there is a 1 pet max and fee of \$80.00 per pet that is required, request for additional pets must be approved by management. Notice must be given to management regarding all pets at the time the reservation is made. Please bring a crate and a blanket to place under the crate for when your pet is unattended at the property.

17. Fire Arms

No discharge of firearms of any kind is allowed on the property, including BB guns and slingshots.

18. Fireworks/Water balloons/Confetti Eggs

Unfortunately, these items make a big mess that requires tedious and time-consuming clean-up. Additionally, they are dangerous to our beloved wildlife. Therefore there is a zero tolerance policy for all of these items. Failure to adhere to this policy will result in an additional \$75.00 cleaning fee, which will be charged to the credit card on file for the responsible person.

19. Check Out Procedures

- All parties will be expected to remove all food items from the refrigerator. All dishes must be cleaned and put away. Trash must be gathered and placed in the outdoor receptacles provided.
- Upon inspection of the property following each stay, Casa Rio Management/Casa Rio Rentals reserves the right to charge for any additional services required to return the property to the state it was in prior to your arrival. Excess garbage, broken fixtures or furniture, missing amenities, and damage to property resulting from negligence or failure to adhere to any of the rules listed above

are chargeable items. The additional fee will be charged to the credit card on file for the responsible person.

Guests will hereby agree to all of the policies and procedures contained in this document and agree to adhere to the rules set forth by Casa Rio Management or Concan Casa Rio Rentals. YOU AUTHORIZE CASA RIO MANAGEMENT, L.L.C. OR CONCAN CASA RIO RENTALS, L.L.C. TO CHARGE YOUR CREDIT CARD ON FILE FOR ANY OF THE ITEMS LISTED ABOVE OR ANY ADDITIONAL DAMAGES.

Responsible person: The responsible person securing the reservation must be at least twenty-five (25) years of age and will be required to stay at the home during the entire reservation period. No exceptions.

Please be prepared to provide a driver's license and major credit card at the time of making your reservation.

Casa Rio Management, L.L.C., Concan Casa Rio Rentals, L.L.C.: Release, Hold Harmless, and Indemnity Waiver

The purpose of this agreement is to grant access to a home managed by CRM, LLC or CRR, LLC By Guests(Tenants) , for the time period specified, for the purpose of overnight lodging and recreational access to the property. In exchange for such lease, Tenants agree to release from liability and hold harmless the owners/ lessors and their agents, co-owners, partners, successors, employees, heirs, and assigns (Owners). Tenants hereby acknowledge and accept the dangers, risks, and hazards associated with the use of the Leased Premises.

In return for the appropriate rental sum, Tenants are granted access to SAID PROPERTY for the time period booked. They may occupy Leased Premises and make use of the recreational areas including, but not limited to, swimming in the pool, swimming or floating in the river, tubing in the river, hiking, bird watching, and wild game watching on the property.

ARTICLE 1: DEFINITIONS

1. Leased Premises: SAID PROPERTY RENTED
2. Recreational Activities: Things that can be performed or participated in while present on Leased Premises, including but not limited to swimming in the pool and spa, swimming or floating in the river, tubing in the river, hiking, bird watching, and wild game watching
3. Released Parties: Owners' partners, co-owners, agents, employees, volunteers, heirs, successors, and assigns; Casa Rio Management, L.L.C., Concan Casa Rio Rentals, L.L.C., Frances M. Cook.
4. Tenant(s): The individual(s) who are renting the Leased Premises TENANT NAMED ABOVE.

ARTICLE 2: SWIMMING POOL WAIVER

Applies only when property has a swimming pool.

By initialing and signing below, Tenants agree that they fully understand the following in regards to the use of the swimming pool during their stay at the Leased Premises:

1. At no time is there a lifeguard on duty. Tenants are responsible for the safe operation of the pool and are responsible for all persons using the pool during their stay.
2. Use of the pool facilities during the stay involves certain risks, including death or serious injury.
3. At no time shall Tenants use the pool while under the influence of alcohol or drugs.

In exchange for the Owners allowing Tenants to utilize the pool area, Tenants hereby agree to the conditions below:

1. TO WAIVE ANY AND ALL CLAIMS that Tenants have or may have in the future against the Owner, Casa Rio Management, L.L.C., Concan Casa Rio Rentals, L.L.C., Frances M. Cook,"

Casa Rio" employees, agents, managers, and representatives, relating to Tenants' use of the pool and pool area.

2. To release Owners from any and all liability for any loss, damage, injury, expense, or other cost that Tenants may suffer, or any guests or family staying with Tenants at the property may suffer in connection with their use of the pool or pool area to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE OWNER;
3. TO HOLD HARMLESS AND INDEMNIFY OWNERS from any and all liability to property, or personal injury to any third party, resulting from the use of the pool or pool area;
4. That Tenant is over the age of twenty-five (25) and that Tenants are responsible and will adhere to all the rules of the property; and
5. That this Waiver, Release, and Agreement is fully effective and shall be effective and binding upon Tenants, as well as Tenants' heirs, next of kin, executors, administrators, and assigns, or anyone else authorized to act on Tenants' behalf or on behalf of Tenants' estate.

ARTICLE 3: COVID-19 WAIVER

We cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while utilizing **the Leased Premises**. It is not possible to prevent against the presence of the disease. Therefore, if you choose to enter onto **the Leased Premises** you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my group and/or my children to utilize **the Leased Premises**. I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize **the Leased Premises** in person.

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against **the Owners, property managers, and contracted workers**, in connection with exposure, infection, and/or spread of COVID-19 related to the Leased Premises. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease, or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

CHOICE OF LAW: I understand and agree that the law of the State of Texas will apply to this contract. **I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.**

By visiting the Leased Premises, you voluntarily assume all risks related to exposure to COVID-19. **ALL GUESTS STAYING AT THE LEASED PREMISES WILL ACCEPT AND COMPLY WITH THIS WAIVER OF LIABILITY RELATING TO CORONAVIRUS/Covid-19, REGARDLESS OF THE BOOKING SITE USED AND/OR METHOD OF BOOKING.**

ARTICLE 4: GENERAL WAIVER

For good and valuable consideration, the undersigned agrees that they have read this Waiver in its entirety. By signing below, the undersigned agrees to all terms of this Waiver.

1. I understand that the Leased Premises is a recreational property. All activities in which I participate while on the Leased Premises, I participate in willingly, of my own accord, for recreational purposes.
2. I understand that there are inherent risks and hazards involved with the Recreational Activities present on the Leased Premises. I understand that inherent in these Recreational Activities is the risk of bodily injury, death, and property damage. **BY SIGNING BELOW, I HEREBY HOLD HARMLESS OWNERS, PROPERTY MANAGERS, AND CONTRACTED WORKERS, FROM ANY AND ALL INJURY, DEATH, CLAIMS, DAMAGES, EXPENSES, AND CAUSES OF ACTION ARISING FROM THE ENTRY ONTO THE LEASED PREMISES FOR ANY REASON, AS A RESULT OF MY OWN WILLFUL ACT(S), THE WILLFUL ACT(S) OF ANOTHER, MY OWN NEGLIGENCE, THE NEGLIGENCE OF ANOTHER, THE OWNERS' WILLFUL ACT(S), OR OWNERS' NEGLIGENCE.**

3. I hereby agree to release, indemnify, and hold harmless Owners and Released Parties from any damage to real or personal property.
4. By signing below, I hereby agree to release, indemnify, and hold harmless Owners and Released Parties from any personal injury to third parties also on the Leased Premises for the aforementioned Recreational Activities, or any other loss or damage whatsoever caused by me or my minor children while on the Leased Premises.
5. I understand that any release of Owners expressly includes Owners' partners, co-owners, agents, employees, managers, contracted workers, volunteers, heirs, successors, and assigns.
6. I understand that any release expressly includes action taken on or adjacent to any property owned, leased or under the control of Casa Rio Management, L.L.C., Concan Casa Rio Rentals, L.L.C. or Frances M. Cook.
7. I understand that while a Tenant on the Leased Premises, I must abide by all written and verbal rules, warnings, and conditions given by Owners. This specifically includes adherence to all posted rules on the Leased Premises. This also specifically includes any admonition to remain on those portions of the Leased Premises that are designated for Recreational Activities. Any trespass onto a portion of the Leased Premises where a Tenant is not permitted is not allowed. Any such trespass is committed at the sole risk of the Tenant. Any damage, injury, or loss that results from the Tenant's trespass onto an unauthorized portion of the Leased Premises is the sole responsibility of the Tenant.
8. All Tenants participating in an activity that requires a license by the state of Texas (hunting, fishing, etc.), must have a valid license, as required by the state of Texas. It is the Tenant's responsibility to have said license. Owners bear no responsibility for any penalty a Tenant may incur for acting without a license. Tenants must abide by all rules and regulations set out by the Texas Parks and Wildlife Department.
9. I acknowledge that Owners and Released Parties make no representations as to the safety of any structures or equipment that may be used on the Leased Premises. I also acknowledge that Owners have notified me of the inherent risk and danger of the Recreational Activities, all of which risks are assumed by me.
10. This agreement shall be effective and apply even if any premises owned by and/or adjacent to the premises owned, leased or under the control of Casa Rio Management, L.L.C., Concan Casa Rio Rentals, L.L.C. or Frances M. Cook are deemed to be unreasonably dangerous for any reason.
11. All persons who refuse to adhere to safety instructions or requests to discontinue unsafe behavior will be asked to leave the Leased Premises, and will do so immediately.
12. This Release, Hold Harmless, and Indemnity Waiver may only be amended if the amendment is in writing and signed by both parties to the agreement.
13. I understand that but for my signature on this agreement, the use of and access to the premises by me, my family members, and persons present at my invitation would be significantly restricted.
14. Texas law shall apply to this Waiver. This Waiver is intended to be a general release and shall be interpreted as broadly as possible to fully release and absolve Owners from liability and damages.

Casa Rio Management, L.L.C. Concan Casa Rio Rentals, L.L.C.: Release, Hold Harmless, and Indemnity Waiver

I acknowledge that I have read this waiver in its entirety and that I understand its contents. I understand that if I do not understand any portion of this waiver, I am entitled to employ an attorney to assist me with this waiver. This waiver is binding on my heirs and assigns, as well as the other members of my party.

Tenant's Signature: _____

Tenant's Printed Name: _____

Please fill out and sign this Agreement and return to Casa Rio.
By my signature below I agree to abide by the above conditions, agreements, and waivers and hereby swear that the

information provided above is true:

[GUEST SIGNATURE]