



Rental Agreement

Please read your Rental Agreement carefully before you begin your vacation. Any monies received by {companies.name} for occupancy of vacation property indicated the acceptance of the terms of our vacation rental agreement in full. All policies are strictly enforced. It is the responsibility of all guests and members of their party to be familiar with all policies pertaining to rental.

Thank you for making your reservation with Beach Time Vacation Rentals (further known as BTVR). We are confident compliance with these policies, terms and conditions will help all guests have an enjoyable time at the beach.

FAMILY RENTALS ONLY: We are very serious about maintaining a family atmosphere. **We will only rent to family groups and responsible adults over the age of 25.** Any special occasions such as weddings, receptions, family reunions, birthdays, prom, fraternity or sorority parties and graduation are not allowed at any time. Adults are NOT allowed to rent on behalf of underage Guests, **NO EXCEPTIONS...** Non-compliance is grounds for immediate eviction with no refunds.

RESERVATIONS: Can be made online or you may call us at (409)974-4598 where one of our reservation agents will gladly assist you. *Please note that reservations are not fully confirmed until required documents have been completed and payment has been successfully processed.*

LEASEHOLDER RESPONSIBILITIES: Please designate 1 person in your group to be the lease holder. The leaseholder is responsible for payments, deposits, property damages and all responsibilities spelled out herein and in the Rental and G.A.R.M. Agreement. For legal and accounting purposes, the person placing the reservation must be the same as the credit/debit card holder. **Only the leaseholder is allowed to check in.**

PAYMENTS: We require 50% of the total amount due to confirm your reservation and the remaining 50% of the payment is due 30 days prior to arrival. If you are booking within 30 days of your arrival date, the full rental amount will be due at the time of booking.

CHECK IN: Check-in time is 3:00 P.M. Guests may go directly to the property and will be provided information regarding access. We know that you are anxious to start your vacation and would like to remind

you that during Peak Season the property that you rented will most likely not be ready before this time. Please allow our staff adequate time to prepare your rental to ensure your satisfaction. Should you request an early arrival, please contact us 24 hours prior to arrival. If the property is available, early access may be granted for a fee of \$75.00 (\$100 for properties that sleep 11+).

CHECK OUT: Check out time is 10:00 am on the day of your departure. If you have not vacated the property by 10:00 am., you are subject to additional fees, a charge for up to 1 night's rental.

KEYS: Our properties are on keyless entry and your personal code will be sent with your check-in instructions approximately 3 days before arrival.

LEFT ITEMS: BTVR is not responsible for any personal property that is lost, stolen, damaged or left behind. A \$25.00 retrieval fee will be charged to search for personal property left behind and, if found, the items will be returned at Guest's expense. Please check your property carefully before leaving.

GUEST APP: To use the mobile version of our Guest App, please download the **Happy Stays X** App, available in both the Google Play and Apple App Store! You can enter your email address and check-in date to receive a password to activate information about your stay.

UPON ARRIVAL: BTVR's goal is to provide you with an enjoyable worry-free vacation. If you should find the property has not been cleaned to your satisfaction or is in need of a maintenance repair please contact our office immediately. We will send the appropriate person to correct the problem in a timely and professional manner. Please note, we will not address cleaning or maintenance issues at the time of check out as BTVR can not be held accountable for problems we are not aware of. No refunds or considerations are given unless we're notified of problems during your stay. Please leave refrigerator and freezer controls at mid-range settings for efficient cooling. If set too high the unit will likely freeze up. It takes about 24 hours to cool a fully loaded refrigerator. Please do not set the A/C thermostat below 70 degrees to prevent the unit from freezing up.

MAINTENANCE & REPAIRS: Our properties are well-maintained. However, please understand that (just like your own home) unexpected breakdowns and malfunctions do occur. We will make every effort to remedy these situations and correct any problems in a timely manner. For emergency maintenance, please call our after-hours number at **(409)974-4598**. Refunds or property credits will not be issued due to malfunctioning equipment, mechanical failures, unfavorable weather, cable, wi-fi, early departure, interruption of utilities, construction in the area, noise from pets or machinery or other guest dissatisfaction. If a service call is deemed unnecessary, or a maintenance repair is needed as a result of guest(s) actions, the cost will be charged to the leaseholder's credit card on file.

FURNISHINGS: Our vacation rentals are individually owned and furnished, including decor to the owners' personal preference. Please do not rearrange the furniture or take any items outside that are part of the interior design. Additional charges to your credit card may occur if furniture has to be moved back after your stay.

PLUMBING: Do not put any feminine products in the toilet. Plungers are provided if a clog occurs. Please do not pour grease down the drain.

PETS: BTVR accepts up to 2 dogs max in designated properties with a \$100.00 Non-Refundable Pet Fee for 1 dog and an additional \$50.00 Non-Refundable Pet Fee for the 2nd dog. For stays longer than 2 weeks, a \$150.00 Non-Refundable Pet Fee is required for each pet. If a non-pet property is found to have (had) a pet during your stay, your occupancy will be terminated, and a mandatory cleaning charge will be charged to your account in the amount of \$300.00. If pets are found at a pet-friendly property without notification and payment, guests will be charged the pet fee plus a mandatory \$150 additional cleaning fee. Pet Addendum to be signed at time of rental. GUESTS MUST CONTACT OUR OFFICE UPON RESERVATION IF BRINGING A PET. **We do not accept cats.**

SMOKING: BTVR prohibits smoking in any of our properties. Any violations will be charged an additional cleaning fee of \$500.00. Smoking is allowed outside at some BTVR Properties as long as butts and ashes are

not left behind. Discard the butts and ashes in the outside garbage. Do not throw butts on the ground or bring them into the property.

OCCUPANCY: Over-crowding beyond the occupancy limit specified for the Property including children, may not be exceeded. Violations will be subject to immediate eviction, loss of all monies paid and additional cleaning charges. **All guests must be registered.**

CANCELLATION: In the event of a cancellation, **notice must be in writing.** If a reservation is canceled:

1. 30 days, or more prior to arrival date – Guest will receive 100% refund
2. 14 days - 29 days prior to arrival date - Guest will receive 50% refund
3. There are no refunds for reservations canceled less than 14 days of arrival date. However, if we are able to re-rent the property for the same dates and the same rental rate, Guest will receive a refund less the \$50.00 Reservation Fee and less a \$100.00 Cancellation Fee.

HURRICANE POLICY & TRAVEL INSURANCE: Should a hurricane or tropical storm threaten our area we will receive evacuation instructions from the National Hurricane Center and our local governing officials. If the mandatory evacuation order is given, refunds will only be given by your travel insurance provider if you purchased coverage **before the storm was named.** BTVR does not offer refunds, nor will BTVR transfer the reservation to an alternate date. Refunds and coverage issues will be determined solely by the travel insurance provider. We highly recommend that Guests purchase travel insurance for stays during hurricane season which is June 1 through November 30. We encourage all renters to purchase traveler insurance in case of unforeseen circumstances, accidents or other issues that may prohibit Guest from travelling or fulfilling rental terms. Please contact Red Sky Insurance for Travel Insurance at www.trippreserver.com (866-889-7409) or you may contact our office to arrange for travel insurance.

G.A.R.M.: BTVR is a member of Galveston Association of Rental Managers which serves the homes located on the West End. If you are renting a G.A.R.M property, you are required to read and sign the G.A.R.M. Rental Agreement which outlines all local and subdivision rules in addition to the BTVR Rental Agreement. All of our West End homes are patrolled by G.A.R.M. Officers who are off-duty Galveston Police Officers. We promote zero tolerance to any rule violation.

SWIMMING POOLS: Some subdivisions may offer swimming pools or resort amenities. The opening and closing dates and times vary at the subdivision or resort discretion. There may be a fee charged to the guest. Please check with your rental agent.

GRILLING: Absolutely no grilling is allowed on decks, as per City of Galveston Fire Ordinance. Please use BBQ pits below deck (not beneath the house) and *clean after use.*

NOISE: BTVR has no control over noise in the subdivisions relating to new construction, machinery, or animals. However, we will do our best to remedy the problem if possible.

OUR BEACHES & DUNES: The following are not allowed on the public beach: golf carts, ATV's, glass containers, alcohol, overnight camping, bonfires and campfires (unless contained in a grill or hibachi) and fireworks. Please help protect our dunes. According to State Law, walking or driving on them is strictly prohibited. Please be aware that wildlife often live in the dunes. **Be especially aware of the potential for rattlesnakes in dune areas.**

PARKING: According to G.A.R.M. Rules only a maximum of 4 cars allowed at each home, less at condominiums, unless the home has additional private parking. Parking is not allowed on the streets, lawn areas or dunes. Parked cars may not impede emergency vehicle access at any time. Additional parking may be available at our office, please ask. RVs, campers and trailers are not permitted on the grounds of any property at any time.

ACCIDENTAL DAMAGE INSURANCE: In lieu of a security deposit BTVR charges for damage insurance. Rates are based on the length of stay.

TRUST AND SAFETY: The SafelyStay, Inc. Trust and Safety Fee includes up to \$10,000 of coverage for contents damage and up to \$100,000 coverage for property damage and bodily injury. Complete terms regarding the Trust and Safety coverage can be found at <https://www.safelystay.com/beachtimevacationrentals.com>. The Trust and Safety Fee is refundable only if the reservation is canceled in writing at least twenty-four (24) hours prior to arrival date. Any deductible or minimum claim amount will be the responsibility of the Guest and BTVR will process using the form of payment on file for Guest.

GUEST VERIFICATION: I give permission to SafelyStay, Inc., to verify my identity, and check criminal databases in order to confirm my reservation.

Complete terms regarding Safely's guest verification can be found at www.safelystay.com/terms-of-use. Please contact Safely at Concierge@SafelyStay.com, or go to www.SafelyStay.com, if you have any questions.

ACCESS: Guest shall allow Homeowner, Property Manager or Designated Vendor access to the property for purpose of repair, inspection or emergency. Homeowner/Property Manager shall exercise this right of access in a reasonable manner by giving at least 2 hours notice (unless in case of emergency).

HOUSEKEEPING: There is no daily housekeeping service. While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. We suggest you bring beach towels unless your instructions designate your property to include them. We do not permit towels or linens to be taken from the units. A non-refundable cleaning fee is required with all reservations. This fee is for our housekeepers who dust, vacuum, sanitize, clean linens & towels and remove refuse from the property. Guests are required to follow all check out procedures detailed in this agreement and leave the property in the same general and good habitable condition it was in when Guests arrived. Undue and/or unreasonable cleaning of the property shall be charged to the Guest's/Cardholder's credit card as an Additional Cleaning Charge at a rate of up to \$45/hour, with a one hour minimum. This also applies to the property exterior, grounds, BBQs and hot tubs (if so equipped).

DEPARTURE REQUIREMENTS: 1) Place soiled towels in the bathtub. 2) Please load dirty dishes into dishwasher and start prior to leaving. 3) Floors should be in generally good condition and ready to be vacuumed by our housekeepers. 4) All household trash, garbage, recycling and/or other discarded items should be properly bagged and deposited in the proper refuse containers provided. 5) Refrigerator and microwave should be left clean and free of food. 6) All appliances (stove, oven, BBQ, etc.) should be left in a clean condition and free of spills and grease.

CLEANING REQUIREMENTS: A starter supply of expendable supplies such as paper goods and soap is provided; please bring additional if you feel this will not be adequate.

OWNERS' CLOSETS & GARAGES: Most of our properties have locked owners' closets or kitchen cabinets for the owners' personal items. Many of the garages are kept locked and are not available for guest(s) use. Please respect these areas and do not attempt to open them.

LINENS: Each property will be supplied with the appropriate amount of sheets and towels based on the property's occupancy. A bath towel, hand towel and face towel will be furnished for each guest plus a dish towel for the kitchen. Due to insurance regulations, our housekeepers are not able to make up sleeper sofas or trundle beds.

SATELLITE TV, INTERNET & PHONE CALLS: All properties are privately owned and have different subscription packages for cable and/or satellite and internet. BTVR does not guarantee against any problems, events or reception.

SECURITY AND SAFETY RISKS: Always lock doors and windows when you leave the property! When you rent the property, you assume responsibility for it and its contents, as well as your personal property.

FALSIFIED RESERVATIONS: Any reservation obtained under false pretenses will be subject to forfeiture of all monies paid and the parties will not be allowed to check in.

GUEST MUST PROVIDE: A copy of their government issued identification (Drivers License, Passport, etc) when reservation is confirmed. GUEST may scan and email to reservations@beachtimevacationrentals.com. Minimum rental age requirement for the responsible party is twenty five (25) years of age. The responsible party must be present on the property in the unit being rented throughout their stay.

INDEMNIFICATION: BTVR is acting solely in the capacity as management agent and is not the Landlord. The rental of each property is made with no implied warranties of any kind and each property is rented in its present “as is” condition.

Guest shall protect, defend, indemnify and hold harmless Beach Time Vacation Rentals and the Owner of the property, their employees, agents and representatives and all their successors and assigns (together, the “covered parties”) from and against any and all losses, claims, damages, liabilities, causes of action, costs and expenses (including reasonable attorney fees) for personal injury or property damage arising from or in connection with Guest's right of access to the property, occupation or condition of the property, and/or use of the property, and regardless of any negligence or strict liability on the part of any of the covered parties.

VIOLATIONS: If Guest, or occupants, violate any of the conditions of this Rental Agreement, Agent may immediately terminate agreement. Upon termination Guest and all occupants shall vacate the premises and forfeit all money.

CREDIT CARD AGREEMENT: I agree to pay all rent and charges related to property rental. I accept all terms of the Rental Agreement and accept all liability for rent and charges related to property rental, as well as any damage beyond normal wear and tear or damages not covered by the Vacation Rental Damage Protection during my stay. I understand these costs will be charged to my credit card on file.

{{checkbox}} I will receive my check-in instructions by email 3 days prior to arrival.

SIGNATURE

Please electronically sign this agreement after it has been read.

I have read the {companies.name} rental agreement and agree to the terms, and hereby authorize my card to be charged for the total stated in this agreement.

By signing below, the renter agrees to all terms and conditions of this rental agreement.

Renters Printed Name: {reservations.first_name} {reservations.last_name}

Renters Signature: {{signature}}

Date Signed and Accepted by {reservations.first_name} {reservations.last_name}: {current_date}.

Thank you for choosing a {companies.name} property. We will be sending you more information regarding the property as we near your stay. Please do not hesitate to call us if you have any questions.

{companies.name}
{companies.address}
{companies.city} {companies.state_name} {companies.zip}
{companies.local_phone}
{companies.contact_email}