

Tuck's Retreat Rental Agreement

Tenant Name:						R
Tenant Address (No P.O. Boxes)						
City/Town, State/Province, ZIP/Postal Code						
Home #:		Cell #:		Work #:		
E-Mail Address:						
Reserved Dates:	Date In:				Date Out:	
Number of Adults:		Number of Children:		Pets: (YorN)	*Pets are subject to prior approval and additional security deposits	

1. AGREEMENT - Tuck's Retreat is a private vacation home owned by Marc & Pamela Tuckey (Owners). The Owners of Tuck's Retreat and the party listed above (Tenant) agree as follows: Tenant is an adult (over the age of 25) and will be an occupant of the unit during the entire reserved period. Other occupants will be family members, friends or other responsible adults; not to exceed the sleeping capacity of 10 persons. (50.00 per person, per day will be charged for the number of guests over the maximum number of 10) Use of the property will be denied to persons not falling under those categories. Violation of this rule could result in eviction and complete forfeiture of security deposit and rental fee. Keys will not be issued to anyone under the age of 25.

2. SPECIAL OCCASIONS Tuck's Retreat is not available for rental to individuals or groups celebrating Spring Break, Prom, large Family Reunions, Beach Party Weekend, and Graduation or for parties of any kind. If it is discovered that a reservation was made using false or misleading information, the reservation will be subject to immediate termination with eviction of all occupants with complete forfeiture of security deposit and rental fee. Should any damage occur to the property, Tenant will be responsible for all repairs or replacement necessary to bring the property back to its original condition. Fees will be charged to credit card on file.

3. SECURITY DEPOSIT / PAYMENT OF RENTAL FEE - A security/damage deposit of 300.00 are required for weekend vacation rentals and 500.00 for weekly vacation rentals. Long-term rentals (in excess of six nights) will require a larger deposit and be subject to additional terms and conditions. Payments must be made by credit card 30 days prior to rental date. Charges will be made as *three separate transactions*: one for authorization of the security deposit 7 days prior to check in, and one for 1/2 the rental fee at booking, the remaining rental fee 30 days prior to check in, plus any optional service fees.

4. AUTHORIZATION FOR PAYMENT BY CREDIT CARD

Name (as it appears on the card)			
Card Type (Visa/MasterCard)		Billing Zip Code	
Card #		CVV#	Three digit number on the back of card
Exp. Date			
Signature			

The signature above confirms Tenant's intent to pay Owners the required security deposit and rental fee by credit card as outlined in the example below. Tenant fully understands that failure to initiate the payment within 72 hours (three days) of the reservation request will result in cancellation of the reservation. Tenant further understands and agrees that the credit card listed above may be additionally charged for any amounts in excess of the security deposit, if deemed necessary, to recover damages as described in paragraph 5 of this Agreement.

5. INSPECTION / CLEANING - The home will be thoroughly inspected (indoors and outdoors) following each and every rental. As the home is a private vacation home, it has several locked closets and cabinets. Inspection will include locked owners' closets and cabinets. Should any damage have occurred during Tenant's stay, the entire security deposit would be withheld pending determination of monetary retribution for the damage. Any repairs needed over and above amount of deposit will be billed to credit card on file. Any deposit monies in excess of damage cost will not be charged to credit card. Should any theft or vandalism have occurred during Tenant's stay, the entire security deposit will be forfeited and Tenant could face criminal charges. Satisfactory inspection of the property will result in the full amount of the security/damage deposit to be refunded.

6. TENANT'S LIABILITY - Tenant agrees to accept liability for all damages caused to the property (other than normal use) by Tenant or Tenant's guests; including, but not limited to, landscaping, misuse of appliances and/or furnished equipment. If damages are in excess of

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security deposit, Tenant agrees all costs incurred to repair or replace the damaged item(s) will be charged to credit card, or be reimbursed by Tenant.

7. CANCELLATION / REFUND POLICY - Should Tenant need to cancel this reservation, cancellation must be provided, *in writing*, 30 days prior to date of arrival. If cancellation notice is provided in writing 30 to 21 days prior to arrival date, a \$100 cancellation fee will apply. If cancellation notice is provided 21 to 14 days prior to arrival date, a \$150 cancellation fee will apply. If cancellation occurs 14 to 7 days prior to arrival date, a \$300 cancellation fee will apply. If cancellation occurs within 7 days of arrival date, a \$500 cancellation fee will apply. Cancellation fee will be deducted from Tenant's rental deposit. Failure to arrive at all (no-show) or cancellations made after arrival will result in complete forfeiture of the rental fee. No "rain checks" are given under any circumstances.

8. STORMS / ACTS OF GOD - If a storm is imminent and local government issues a mandatory evacuation order, Owners will refund Tenant a prorated daily amount of the total rental for the days not used in Tenant's confirmed reservation. Refunds and/or probations will not be made for voluntary evacuation or for cancellations requested due to inclement weather of any kind, acts of God, mosquitoes, beach or surf conditions, poor fishing or other circumstances beyond Owners' control.

9. MAINTENANCE - Owners strive to maintain property in optimum working condition, but appliance and mechanical problems can arise. No refunds will be given for short-term appliance or mechanical failures. Should a mechanical malfunction occur during your stay, please notify Owners immediately in order for prompt action to be taken. Tuck's Retreat operates on a septic system. Please do not place anything other than toilet tissue in toilets at any time. Sanitary items of any kind should never be flushed.

10. ARRIVAL, DEPARTURE and KEYS - Check-in time is 3:00 p.m. Owners are happy to allow early check-ins and late checkouts if doing so does not disrupt the arrival or departure of another Guest. Please be sure to advise Owners in advance of your intent to arrive early or depart late. Early check-in may be allowed if property is vacant on day of arrival. The key code will be available the week prior to check in. The key code will not be issued if signed rental agreement, security deposit and rental fees have not been received. Check-out time is 12:00 p.m. Late check-out may be allowed if property will be vacant on day of checkout

11. SMOKING / PETS - Tuck's Retreat is a non-smoking home. Violation of this policy will result in complete forfeiture of security deposit (and rental fee in the case of eviction). Smoking guests are welcome to smoke on the deck. Please ensure all cigar/cigarette butts are properly extinguished and disposed of in fireproof receptacle. Pets of any kind are not allowed unless approved by the owners with certain restrictions, guidelines and additional fees. Violation of this policy will result in eviction and complete forfeiture of security deposit and rental fee.

12. TELEPHONE - Tuck's Retreat does not provide telephone service.

13. NUISANCE AND DISTURBANCES - Occupants can be evicted immediately, with complete forfeiture of security deposit for any of the following violations: (a) Use of property for any illegal activity including, but not limited to, the possession, serving or consumption of alcoholic beverages by or to any person less than 21 years of age; (b) consumption or use of illegal substances; (c) loud music and/or disruptive behavior, (d) causing damage to the property or to any neighboring properties; (e) any other acts which may interfere with neighbors' quiet enjoyment of their property. Treasure Island has 24-hour resident security patrol. The security officer has been given full authority to evict anyone in violation of the above regulations, capacity regulations, or for any other violation deemed applicable.

14. FIREWORKS AND CAMPFIRES - Fireworks and campfires are strictly prohibited within the Treasure Island subdivision.

15. RECREATIONAL VEHICLES / BOATS - Recreational vehicles (RV's) are not allowed on property. There is an RV park with hookups across the highway, adjacent to the bay side of the Treasure Island subdivision. Boats are allowed on property but should be stored only in designated parking areas. Please take care when backing trailers out of driveway. Please also use water wisely when rinsing boats.

16. FISHING - The cleaning of fish/crabs/oysters, etc. should be done outside and downstairs only and on newspaper or trash bags. Scales, heads, fins, etc. should be returned to the Gulf. Do not leave scales in yard or throw waste in dumpster. Bloodied or soiled clothes or shoes should be removed before entering the house.

17. HOLD HARMLESS - Owners do not assume any liability for loss, damage or injury to any persons occupying property or to the personal property of such persons. Tenant agrees to use extreme caution when occupying property and ensure appropriate supervision of children of all ages at all times. Extreme caution should be used when climbing stairs. Children should never be allowed on deck without direct and constant adult supervision. Owners do not accept liability for any inconvenience arising from temporary defects or stoppage in water supply, electricity or plumbing. Owners do not accept liability for any loss or damage caused by weather conditions, natural disasters, acts of God or other reasons beyond our control.

18. ADDITIONAL TERMS AND CONDITIONS - The undersigned, for himself/herself, his/her heirs, assigns, executors and administrators, fully releases and discharges Owners from any and all claims, demands and causes of action by reason of injury or whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result of, or in connection with the occupancy of the property. Tenant agrees to hold Owners free and harmless of any claim or suit arising there from. In any action concerning the rights, duties or liabilities of the parties to this Agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover reasonable attorneys fees and costs.

19. WHAT TO BRING - Dress codes are extremely relaxed. Shorts and sandals are acceptable attire everywhere in San Luis Pass and surrounding areas. Dress codes in Galveston are also relaxed, but double-check if you are planning to visit a nightclub or exclusive restaurant. Bring sheets, pillowcases, bath towels, washcloths, beach towels, soap, shampoo, toiletries, toilet tissue, paper towels, trash bags, cleaning supplies, aluminum foil, Ziploc bags, condiments, sunscreen, first aid, charcoal, lighter fluid, videos and CDs, folding chairs and umbrellas for the beach, and insect repellent. See www.tucksRetreat.com "What to Bring" page for more details.

20. WHAT IS PROVIDED -Tucks Retreat is a fully furnished home with a fully equipped kitchen, television with a DVD player, satellite, barbeque grill, deck furniture and vacuum cleaner.

21. OPTIONAL LINEN SERVICES - If you prefer not to bring your own linens, you may elect the linen service for an additional fee of \$12 per person. Owners will provide sheets, pillowcases, blankets, bath towels and washcloths. Guests should bring their own beach towels. Bath towels must remain the house. Please do not take bath towels to the beach.

22. ADDRESSES / CONTACT INFORMATION - A signed copy of this Agreement must be returned to Owners by fax. Security deposit and rental fee must also be received to confirm Tenant's reservation.

OWNERS	TUCK'S RETREAT:	KEYS:
Marc & Pamela Tuckey Cell: (214) 868-5682 (214) 868-5685 Fax: (480) 247-5544	Freeport, Texas 77541 <i>(in Treasure Island subdivision at San Luis Pass)</i> e-mail beachhouse@tucksRetreat.com	Call for key code prior to check in

Please mark the appropriate box to elect or decline the *Optional* linen service:

Service	Fee	Elect	Decline	Number of Guests?
LINEN SERVICE	\$12.00 per person			

Below is an example of how the "Total Rental Fees" are determined:

Weekly Rental & Inspection Fee	1400.00
Cleaning Service	Included
Linen Service for 4 (Optional)	48.00
Total Rental Fees	1448.00

Below is an illustration of payment schedule of the sample charges above:

Rental Deposit	\$724.00	Due at booking
Rental Fees due	\$724.00	Charged 30 days prior to check in
Security Deposit Authorization	\$500.00	Approx. 2 days prior to check in

If reservation is made within 30 days of check in date, all charges will be charged at the time the reservation is made.

CLEANING NOTIFICATION:

Even though we offer our guests a cleaning service, you are still responsible for some general clean up before check out. This includes:

- Refrigerator Cleaned Out.
- Dishes Washed & Put Away.
- Trash Hauled Off.
- Microwave Cleaned Out.
- Stove & Oven Cleaned.
- Beds sheets and pillow cases removed and placed in bathtub
- Towels placed in bathtub

Please be aware that there may be additional items that are necessary depending upon the circumstances. If the items above are not completed thoroughly before you check-out your deposit may be charged \$25.00 for each item.

I / WE, the undersigned party to this Agreement, acknowledge that this rental is not a celebratory rental (spring break, prom, large family reunion, beach party weekend, graduation, etc.) as outlined in paragraph 2 above; and have fully read, understand and accept all the terms and conditions in this agreement, including the cancellation policy outlined in paragraph 7.

TENANT SIGNATURE	
DATE	