

VACATION RENTAL AGREEMENT

{reservations.folio}

{{signature}}
Guest Signature

Arrival Instructions:

Directions along with other information will be provided upon receipt of Final Payment, and agreement of terms.

UPON ARRIVAL: You will receive lockbox information, and any issues must be called in to 866-958-9911 Extension 2. We do not check email when office is closed.

Total number of Occupants (including infants): {reservations.occupants}

* The approval of this application at the stated rate is based on the number of occupants listed.

Maximum Occupants: {reservations.unit_max_occupants}

Please enter all Guest Names below (*this is required):

Guest 1: {{FullnameGuest1}} Age: {{AgeGuest1}}

Guest 2: {{FullnameGuest2}} Age: {{AgeGuest2}}

Guest 3: {{FullnameGuest3}} Age: {{AgeGuest3}}

Guest 4: {{FullnameGuest4}} Age: {{AgeGuest4}}

Guest 5: {{FullnameGuest5}} Age: {{AgeGuest5}}

Guest 6: {{FullnameGuest6}} Age: {{AgeGuest6}}

Guest 7: {{FullnameGuest7}} Age: {{AgeGuest7}}

Guest 8: {{FullnameGuest8}} Age: {{AgeGuest8}}

Guest 9: {{FullnameGuest9}} Age: {{AgeGuest9}}

Guest 10: {{FullnameGuest10}} Age: {{AgeGuest10}}

Guest 11: {{FullnameGuest11}} Age: {{AgeGuest11}}

Guest 12: {{FullnameGuest12}} Age: {{AgeGuest12}}

Guest 13 {{FullnameGuest13}} Age: {{AgeGuest13}}

Guest 14: {{FullnameGuest14}} Age: {{AgeGuest14}}

Guest 15: {{FullnameGuest15}} Age: {{AgeGuest15}}

Guest 16: {{FullnameGuest16}} Age: {{AgeGuest16}}

Guest 17: {{FullnameGuest17}} Age: {{AgeGuest17}}

Guest 18: {{FullnameGuest18}} Age: {{AgeGuest18}}

Guest 19: {{FullnameGuest19}} Age: {{AgeGuest19}}

Guest 20: {{FullnameGuest20}} Age: {{AgeGuest20}}

If you have paid by credit card, we will charge your card on file for the remaining balance 30 days prior to arrival. If you wish to make other payment arrangements, you will be required to contact us no later than 45 days prior to {reservations.startdate}

TERMS AND CONDITIONS AND RENTAL AGREEMENT

Please read your Vacation Rental Agreement carefully before you begin your vacation. This agreement is between the Guest and {companies.name} agent to rent for the Owner. The following conditions apply to this agreement. I {reservations.first_name} {reservations.last_name} agree to rent {reservations.unit_name} for the total amount of {reservations.price_common} from {reservations.startdate} to {reservations.enddate}.

Amz Getaways offers online vacation rentals for Canyon Lake, and the surrounding area, travel information and a guide to local businesses and service providers. Amz Getaways, rents to responsible parties 25 years, or older. A valid State Driver's License, or other acceptable photo identification is required prior to arrival. Amz Getaways reserves the right to refuse service. No Wedding parties, Pre-Wedding parties or large groups permitted unless authorized by Amz Getaways prior to rental, if permitted subject to an event fee (Amz determines event fee).

For legal and accounting purposes, the person placing the reservation must be the same as the credit/debit card holder. This person is considered to be the Guest. All other persons involved with the rental are considered to be the Guest's invitees, and all discussion regarding reservation, cancellation, and damage policies will be discussed with the Guest, not the Guest's invitees. Guests and all persons occupying agree to binding arbitration if any claim arises from the rental. If dispute cannot be agreed upon both and all parties shall be equally responsible for its own attorney's fee. By signing the release all parties understand and have signed without any advice, recommendation, and/or inducement from Amz Getaways, inc, its managed property owners, or employees. You and all persons in your party also agree before, during, and after the rental period; to release ,acquit and discharge Amz Getaways, Inc., its managed property owners, and all employees from any claims, demands, charges, court cost, including attorney's fees and causes of action of whatever nature and all liability and damages of any kind. It is further understood that the property you are renting contains inherently dangerous

natural conditions including, but not limited to wild animals, and insects (hogs, deer, turkey, and other wildlife) associated with the location. By signing this document, you understand and freely agree that you are responsible to inform your entire party and guests that the owner, leasing agents, and their agents accept no responsibility for any accident, injury, or death that occurs on the premises. Please take extra precautions to protect the safety of your party and children while on the premises.

CHECK-IN TIME IS AFTER 4 P.M. CST. Plan to arrive no earlier than 4:00 PM. Do not use the unit or premises before this time. WE MAKE EVERY EFFORT TO ENSURE YOUR UNIT IS READY AT 4:00 PM BUT WE CANNOT GUARANTEE. If property is available and ready for rental prior to 4:00 pm, an early check-in will be allowed. Guest understand that keys and key codes will only be given to the person who signed the contract, unless prior arrangements have been made. In the event of unforeseen circumstances we reserve the right to move guests to another property of comparable size and costs at no extra charge to the guest. The guests must comply with the maximum number of guests allowed per property. Amz Getaways, Inc has the right to inspect the number of people in your party. Checking in early may cause homes security alarms to alert us, and police dispatch. People violating the check-in times may be subject to false alarm fees associated with arriving before the alarms have been disarmed. Alarms are in place for protection of our properties, guests, and owners.

CHECK OUT IS 11 A.M. CST. Check out time is 11:00 am. We will charge your credit card \$100.00 beginning at 11:30am. Anything-past 1:30 pm you will be charged an additional full one-night rate of the rental in which you are staying. Remember, we have guests checking in after you. If your rental is a "turnover", your credit card will be charged a full one-night rate at 11:30 am.

SMOKING IN A PROPERTY OR UNAUTHORIZED RENTER WILL RESULT IN A \$500 FINE. Fees will be charged to the authorized credit card. All Vacation Rentals Properties are non-smoking anywhere on the premises. Violation of this requirement will result in a \$325.00 reservation fee being assessed. An additional \$100.00 grounds cleaning fee will be charged, for cigarettes, beer bottles, beer cans, coke cans, or items from your stay found on the property after your visit. (Please pick up your trash; do not throw it in bushes or over the balconies) All trash must be in bags. debris left around exterior of property grounds by Guest.

PETS: Pets are permitted in certain rentals only with prior approval. Tenants/guest found in violation of this will be charged a \$300.00 pet fee, and applicable cleaning fees associated with the infraction, extreme cases may be cause for eviction, certain condos don't allow pets, and will have tenants / guest removed from premises. All pets must be leashes at all times. Pet owners are responsible for cleaning up of any/all pet refuse or a \$100.00 fee will be assessed. Pets are not allowed on furniture at any time. Any evidence of pets on furniture may incur extra cleaning fees. All pets must be up to date on rabies vaccinations and all other vaccinations. Heart worm preventive is highly recommended. All pets are to be treated with Advantage or similar topical flea and tick repellent three (3) days prior to arrival. All items above are the sole responsibility of the pet owner. The property, and Amz Getaways, Inc., owners assume no responsibility for illness or injury that may incur to pets or humans while on the premises. Under Amz's Policies livestock, poultry, swine, felines, etc, are not allowed, and subject to the pet fee described herein.

DAMAGE POLICY: Every reservation requires a non-refundable \$69 damage protection policy (“Vacation Rental Damage Plan”). This Vacation Rental Damage plan covers unintentional damages to the rental unit interior that occur during your stay, provided they are disclosed to management prior to check out and the terms of the policy are met. The policy will pay a maximum benefit of \$2500. Any damages that exceed \$2500 will be charged to the credit card on file. If you damage the real or personal property assigned to your rental accommodation during the trip, the Insurer will reimburse the lesser of the cost of repairs or replacement of the property, up to \$2500. Terms and conditions apply. Full details of the Vacation Rental Damage coverage are contained in the Description of Coverage (www.amzgetaways.com).

As a condition to the rental of all Vacation Properties, Amz Getaways reserves the right to charge the Guest’s credit card for any and all uncovered Guest/Invitee caused losses and damages sustained to the Vacation Property throughout the duration of their period of occupancy, and this agreement supersedes any credit card reversals, charge backs, or disputes initiated by guest or individuals staying with guest. In the event of any uncovered Guest/Invitee-caused loss or damage to the Vacation Property, including, but not limited to, undue cleaning, eviction, service calls, service charges, fines/assessments, repairs or replacements, plus all applicable taxes, Amz Getaways is hereby granted the right to charge the Guest's credit card. By written or electronic endorsement of this Agreement, the Guest hereby agrees to pay for all such charges, as defined above and on the proceeding pages. If damages occur, the Guest will be required to pay for additional cost with the credit card on file. Guest also agrees to pay a \$30 excessive trash fee if trash is left in the property. Excessive trash is any trash not bagged and left in trash receptacle that requires it be hauled away. All fees will be charged to your card on file if declined you will be sent an invoice due on receipt. {{initial}}

PAYMENT: The BALANCE OF RENT is due thirty (30) days before your arrival date, and will be automatically charged to the card used at the time of reservation. Credit cards may be subject to a booking fee on total amount due. We do accept checks in the mail, but arrangements must be made.

GLITTER AND CONFETTI ARE NOT ALLOWED AT ANY PROPERTY, INSIDE OR OUTSIDE. Please do not pour grease down the drain.

LINENS & TOWELS: Bath towels, sheets, pillows and blankets are provided. We do not provide any linens or towels for outdoor use. DO NOT take the property’s linens or towels outside. Bring items with you that you may need for hot tub use, sunbathing, or smoking outside. Extra sheets and towels are provided if you are staying a longer than a week (otherwise one set per guest are provided where laundry facilities are available). Guest agrees to a \$25 fee if any linen or towel is unusable in property after it has been properly laundered. {{initial}}

CANCELLATION POLICY: Cancellations are effective on the date written notice is received by fax or e-mail in our office with the understanding of the cancellation fee. If a refund is applicable, refund payment will be processed within two weeks of cancellation notice and will be in the form of US Check or refund to credit card account to be determined by Amz Getaways.

The following assessments will apply to cancellations:

Cancellation 15+ days prior to arrival date will result in the forfeit \$500

Cancellation 14 days or less prior to arrival date will result in the forfeit of 100% of Total Rent.

There are no special circumstances involved in the cancellation process. Reservations are not contingent upon availability or conditions of the water, weather, or recreational facilities, including but not limited to the Comal, Guadalupe River, San Marcos River, Insects, wildlife, or Schlitterbahn. There will be NO REFUNDS for shortened stays. Cancellation or early departure does not warrant any refund of rent. There will not be a refund if you shorten your stay for any reason.

{{initial}} CANCELLATION PROTECTION PLAN: This section is only applicable to guests who paid for Amz Getaways Cancellation Protection Plan. If guests did not purchase the cancellation protection plan, guests need to refer to the above cancellation policy. Amz Getaways Cancellation Protection Plan has many benefits with the ability to cancel your trip when you purchase the protection plan at time of booking.

Cost: 6.0% of Total reservation

Guest can cancel anytime prior to 5 days before arrival and receive 100% of reservation total back less the cancellation protection plan fee. Cancellations 5 days or less before arrival with proof of purchase of cancellation protection plan at time of booking can receive 75% of reservation total paid less the cancellation protection plan. Some reasons include:

- Guest changes their mind and decides not to go on their trip.
- A major work-related obligation arises that guest must attend.
- A child has an unplanned can't-miss sporting event.
- Guest has a problem with their passport or travel visa.
- The family pet is sick and guest can't be away.
- And, many other unforeseen situations that could arise.

NEIGHBORS: Tenants and/or their guests shall not disturb, annoy, endanger, or inconvenience neighbors, nor use the premises for any immoral or unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance on or about the premises. Guest assures us that the tenants will observe all conditions and terms of this agreement as to maintaining the rental in good order and appearance and will conduct themselves in a manner inoffensive to neighbors.

OCCUPANCY: The Guest agrees not to exceed the occupancy allowed by this property as described in this Rental Agreement (babies in cribs are not included). Guest agrees to pay \$40 per person, per night for guests over the amount stated in the rental agreement or discovered after the stay. Amz Getaways does not rent to ANYONE UNDER THE AGE OF 25, and all persons must verify Identification by submitting a photo ID with this agreement. Penalty for violation of this Agreement will result in the immediate termination of the rental agreement with no refund for any remaining nights. Any reservation obtained under false pretense will be subject to forfeiture of advance payment, and/or rental money, and the party will not be permitted to check in, as well as notifying the authorities of such actions.

QUIET TIMES: Guest and all tenants agree to observe quiet time from 12:00am to 8:00am, not limited too but to include any loud music, shouting, or other actions that would violate the noise ordinances in the respective counties, cities, or governing municipalities.

SEPTIC TANKS: Please do not put paper towels, feminine hygiene items, diapers, grease, chemicals, or other harsh items in the toilets or drains due to septic system requirements, also see parking restrictions.

NO DAILY MAID SERVICE: While linens and bath towels are included in the rentals, daily maid service is not included in the rental rate however is available at an additional rate. We require you bring your own beach/outdoor towels. We do not permit towels or linens to be taken from the rentals.

PERSONAL PROPERTY/VALUABLES: Lock all doors when you leave your accommodations. Do not leave money or valuables unattended. Neither Agent nor Owner will be held liable for any thefts. Thoroughly check all drawers and closets before departing. Agent only returns left behind items upon request at the Guest's expense which includes a \$25.00 USD Fee in addition to the shipping charge.

FIRES/FIRE PITS/FIREWORKS: Campfires are not permitted at anytime, regardless if there is a burn ban. Properties with a fire pit are permitted if its contained to the receptacle, no burn ban is active, and when using a fire pit, a charged water hose is to be within 10 ft. The size of the fire should be small enough that embers are not landing outside the fire pit. Wood is NOT provided and woodcutting around the property is not permitted, so bring your own wood with you. Fires must be completely extinguished before going to bed. Fireworks are strictly prohibited at all times. **DO NOT LEAVE CAMP FIRES UNATTENDED!**

PARKING: Parking is limited to the amount of spaces available at respective properties. Vehicles are to be parked in designated parking areas only. Do not park or drive in yards, or through landscaped areas of our properties Amz Getaways will assess a \$50 fee and hold renters liable for damage to septics, landscaping, or other property. Parking on the road is not permitted. Any illegally parked cars are subject to towing; applicable fines/ towing fees and is the sole responsibility of the vehicle owner. Septic tanks are used in rural settings often associated with our rentals and are generally placed in the yard around the home. At waterwheel condominiums each unit has one assigned parking spot with the unit number painted on the surface, failure to place parking permit in vehicle or parking in an unauthorized spot will result in your vehicle being towed.

OWNERS CLOSETS AND RESTRICTED AREAS: Within each property some garages, closets or cabinets may be locked or inaccessible. These are for Owner use only and will not be available for Guest use.

HOT TUBS AND POOL USE & RULES: Use of the hot tubs and pools is strictly at your own risk and liability. Our housekeepers sanitize and replenish chemicals in all hot tubs prior to your arrival. If additional maintenance is required during your stay, or the next guests are unable to use the tub due to conditions resulting from your failure to observe the following rules, there will be a \$75 charge (and cost of supplies if necessary) for each hour of required maintenance. Instructions for the tub controls are posted at the hot tub or we will be happy to help you.

1) ALWAYS SHOWER OR BATHE BEFORE AND AFTER USING THE HOT TUB! Body oil, makeup, hair products, etc. clog filters!

2) An adult must always accompany children 12 and under.

- 3) Observe the safety precautions posted at the tub and have all guests do likewise.
- 4) Do not sit, stand or lie on the tub cover; a \$400 charge will be made if the cover is broken this way.
- 5) Unhook the safety strap before removing the cover.
- 6) Replace cover and thermal blanket (where provided) when you are not in the tub and secure the safety strap to conserve heat, for safety, and to keep debris out of the water.
- 7) If temperature has been adjusted during use, MAKE SURE to return the temp to the original setting when done.* Failure to reset may cause the hot tub to over-temp & stop working, possibly resulting in additional charges.
- 8) Use non-breakable drink containers in the tub area.
- 9) DO NOT ADD ANYTHING TO THE HOT TUB WATER such as bubble bath & oils, even if they say they are compatible.
- 10) If the water level is low (below the filter intake) add more water or call, as low water can destroy the pump, resulting in additional charges.
- 11) If the water looks cloudy or dirty, please call.* If it is found that the service is necessary due to Guest abuse, the Guest will be responsible for the charges of \$75 minimum.

(*Hot tubs may be drained and refilled before your arrival; therefore, it may not be warm until later that evening. Also, due to the high mineral content in the mountain water at some of our cabins, the hot tub may initially appear cloudy until the minerals settle. If the conditions persist, please call.)

USE: Any use of the dwelling other than residential use during a family vacation must be approved in writing by the Agent. If the dwelling is to be used for any event such as weddings, receptions, "parties" or large gatherings, the Guest agrees to submit a request for approval to the Agent and adhere to the Agent's determination on that request. If the Agent approves the event, the Guest will be required to pay an "event fee". Agent determines the "event fee." If the Guest misrepresents an event (said misrepresentation to be determined by the Agent), the Guest will be charged a mi paid and may be asked to vacate the property and will not be entitled to any refund.

STORM POLICY/ROAD CONDITIONS: No refunds will be given for storms. Roads can be curvy and steep. Gravel drives are well maintained, however we highly recommend four wheel drive and/or suitable vehicles for certain locations. We do not refund due to road conditions or inclement weather including, but not limited to; fires, floods, tornadoes, hurricanes, tropical storms, thunderstorms, snow, ice, blizzards, lake effect snow, drought, heat wave, dust storms, mud storms, or any other condition not contained herein.

INVENTORY: A full inventory has been made of the contents of each property's contents, and an inspection will be made after your check out. Any damage or missing items will be charged to

your credit card. Changes are taking place constantly at our properties, such as contents, bed sizes, prices, and inventory is done after each checkout. Pillows, towels, or other items taken or switched will incur the retail price being charged to the card on file.

REFUNDS: Amz Getaways, Inc. does not refund money for early departures, availability, conditions of the water, weather, or recreational facilities, including but not limited to the Comal, Guadalupe River, San Marcos River, Insects, wildlife, or Schlitterbahn. There will be NO REFUNDS for shortened stays; you must pay for what is reserved. Amz Getaways, Inc. acts as the agent for the property owners and does not have the authority to refund money to renters for any reason. Please note that as Texas is a southern State, insects such as ants, spiders, caterpillars, gnats, mosquitos, and the like are occasionally inevitable, and are not cause for complaint. The vacation properties is treated periodically as part of a pest and termite control program, and is cleaned after each rental.

SAFETY: Safety and security are the sole responsibility of the guests. Owner or its agent assume no responsibility or liability for the safety or security of the guests, or for the injury caused by the criminal acts of other persons. Guests should ensure that all doors and windows are locked at all times, and guests must immediately notify Amz Getaways, Inc at 866-958-9911 Extension 2 if any locks are inoperative. Guests should turn off any appliances when leaving the premises and not store combustibles on premises.

AIR CONDITIONING AND REFRIGERATORS: Do not turn A/C units below 72 degrees, this will cause the unit to freeze and you will be charged for the maintenance call, and any repairs directly related to the service call. Do not overload the refrigerators with warm food and drinks and then change the cooling setting. The refrigerator will not be able to cool the items fast enough and you will be charged for the maintenance call, and any repairs directly related to the service call.

FURNITURE: Furniture located at Amz Getaways properties has been setup for optimal usage. Guests are not permitted to move furniture at any Amz Getaways property. Any furniture discovered moved will result in a fee of \$50 per hour to place home back to advertised condition with a minimum of \$50.

GRILLS: All homes have a propane, charcoal or a combination grill. If you are not familiar with proper grilling techniques please refrain from using them. You will be subject to reimbursing Amz and Owners from any property damage incurred from grilling carelessness or incompetence. With the exception of the propane tank refills grills are cleaned by you the guest. Guest agrees to pay a \$35 fee if grill is not cleaned prior to departure. {{initial}} For charcoal grills guest must bring their own charcoal, lighter fluid, etc.) Amz will provide refills, or reimburse for propane tank refills if not able to make it out in time.

KAYAKS, CANOES, TUBES, WATERCRAFT, BIKES, AND OTHER OWNER PROVIDED AMENITIES: Some properties provide extra amenities for guest to use. Guest and all occupants understand that any and all provided equipment or amenities are use at own risk. By signing the release all parties understand and have signed without any advice, recommendation, and/or inducement from Amz Getaways, inc, its managed property owners, or employees. You and all persons in your party also agree before, during, and after the rental period; to release ,acquit and discharge Amz Getaways, Inc., its managed property owners, and all employees from any claims, demands, charges, court cost, including attorney's fees and causes of action of

whatever nature and all liability and damages of any kind. If a rental provides a kayaks as a courtesy or rental and is not returned with a all paddles, and other provided equipment, guest agrees to pay a \$95 fee. If you arrive and paddles are missing upon arrival, please notify Amz promptly. {{initial}}

Amz Getaways, LLC
18382 FM 306 Suite 103
Canyon Lake, TX 78133
www.AmzGetaways.com
info@AmzGetaways.com
866-958-9911 Phone
866-958-9911 Fax

After signing this page, you must fax a valid state ID to 866-958-9911 or email it to info@amzgetaways.com. You will not be given access to the property without signing this agreement, and emailing a valid state ID of the person or persons matching the credit card information, and signatures given at time of booking. If reservations were made online you've already agreed to our policies, but access is contingent on this being signed, and returned with a copy of ID.

{{initial}}

"I have read the Amz Getaways Rental Agreement and agree to the terms, and hereby authorize my card to be charged for the total stated in this agreement."

GRAND TOTAL= {reservations.grand_total}

ACKNOWLEDGEMENT:

I/we, the undersigned, hereby apply for the above listed accommodation and warrant that I/we have read, understand and agree to the terms and conditions of this application, and I/we agree to abide by homeowners/agents/association restrictions on use of said property. I/we further understand and represent that I/we are executing this application on behalf of all parties named on the guest list.

{{initial}}

Per Page 1 of this Agreement, it is hereby agreed that unpaid rent, excessive cleaning, damage, lost keys or lock-outs may be charged to this card if necessary.

{{initial}}

I agree that this is a legally binding document and I have read all terms and conditions in this document. I authorize Amz Getaways to charge the card I've provided for any additional requested rental expenses incurred, and to pay for those damage or excessive cleaning expenses incurred that are not covered for reimbursement under the accidental Protection plan. I also hereby confirm that the number of guests will NOT be more than stated in this agreement at any time and that violation of this policy will result in this credit card being charged maximum occupancy or double the guest fees, whichever is greater.

{{signature}}

Guest Signature

{reservations.first_name} {reservations.middle_name} {reservations.last_name}
Guest Printed Name

Please sign to Accept Above Terms and Confirm your Reservation.

We look forward to your visit.