

Call Us 1(210)260-1518

SilverTails Rental Agreement

This agreement is between the Guest and SilverTails Vacation Rentals agent to rent for the Owner. The following conditions apply to this agreement. I _____ agree to rent _____ for the total amount of _____ plus a \$500 security deposit from _____ to _____. SilverTails Vacation Rentals (SVR) offers online vacation rentals for Rockport and the surrounding area, travel information and a guide to local businesses and service providers. SilverTails Vacation Rentals, rents to responsible parties 25 years, or older. A valid State Driver's License, or other acceptable photo identification is required at check-in. SilverTails reserves the right to refuse service. No Wedding parties, Pre-Wedding parties or large groups permitted unless authorized by SilverTails Vacation Rentals prior to rental, if permitted subject to an event fee (agent determines event fee).

RESERVATIONS AND DEPOSIT SilverTails Vacation Rentals accepts Visa, MasterCard, Discover and American Express. A convenience fee of \$10 will be charged for each additional credit card used. Payment can also be arranged by personal check or money order. Upon clients instruction to confirm reservation payment by check must be processed within seven days in order maintain a legitimate reservation. We require a \$500 deposit to secure your reservations. The full balance is due 14 days prior to arrival. Deposit is processed and held until Guest checks-out and a final inspection is done. Should damage/cancellation funds not be necessary after check-out, a refund check will be mailed to you or refund to credit card, within two weeks from check-out date. Should damages be found, we will assess damages, and refund the deposit, minus the assessed damage charges, along with an invoice for said damages. Should damages exceed the \$500.00 deposit, the Guest will be required to pay additional cost. Upon booking a reservation you will receive the rental agreement this must be returned within 24 hours to confirm your reservation, if it is not received the property will

be automatically released for rental. Once rental agreement is received signed your payment will be processed and reservation confirmed. Reservations made 14 days or less prior to arrival will require deposit and payment in full for final confirmation.

CANCELLATION POLICY Cancellations are effective on the date written notice is received by fax or e-mail in our office. 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. The following assessments will apply to cancellations: Cancellations made 31 days or more prior to arrival date will result in a cancellation fee of \$50. Cancellation 15-30 days prior to arrival date will result in the forfeit \$250 Cancellation 14 days or less prior to arrival date will result in the forfeit of 100% of Total Rent minus \$500 deposit. Your reservation will not be subject to refund in case of cancellation due to Hurricane, natural disaster, or other "acts of God". We strongly suggest that you purchase hurricane travel insurance prior to paying the final balance of your reservation. **FOR YOUR PROTECTION:** We highly recommend that you purchase Travel Insurance when traveling internationally in order to protect your travel investment. Our provider of choice is CSA Travel Protection; you can reach them at 800.711.1197 or on their website. If you purchased insurance through CSA and need to reach them while traveling, call 877.243.4135 or collect from anywhere in the world 240.330.1529. SilverTails Vacation Rentals is a property rental agency. SilverTails Vacation Rentals portrays the properties as they are to the best of our ability and has no responsibility for the conditions of the rental properties or problems arising therefrom. SilverTails Vacation Rentals cannot be held liable for any injuries, accidents, theft or misfortune that may befall the client during their stay.

SilverTails Vacation Rentals Reservations accepts Visa, Discover, MasterCard and American Express. Payment can also be arranged by personal check or money order. Upon clients instruction to confirm reservation payment by check must be processed within seven days in

order maintain a legitimate reservations.

1) RENTAL BALANCE Your deposit is due at the time of booking. The final balance of your reservation will be payable 14 days prior to arrival for all reservations. .

2) CHECK-IN TIME IS 4:00 PM: 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.

CHECK-OUT TIME IS 11:00 AM. Guest understand that keys and key codes will only be given to the person who signed the contract, unless prior arrangements have been made. KEYS MUST BE RETURNED to the SilverTails Vacation Rentals office, no later than 11:30 a.m., on the date of Guest check-out. The office is located at 243 S.Commercial Unit A, Aransas Pass, TX 78336

3) 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). SilverTails Vacation Rentals Reservations does not rent to ANYONE UNDER THE AGE OF 25. Penalty for violation of this Agreement will result in the immediate termination of the rental agreement with no refund for any remaining nights.

4) PENALTY FOR VIOLATION OF THIS AGREEMENT: If Guest violates any of the conditions or restrictions of this Agreement, the Guest agrees that the Agent and/or Manager of the property may terminate this Agreement and enter the Property. Upon notice of termination of the Agreement, the Guest and all invitees of Guest shall vacate the Property immediately without being entitled to any refund of rent or security deposit.

5) DAMAGES/SECURITY DEPOSIT: Damages include accidental breakage or damages to the property in excess of "normal wear and tear" which is deemed to be a maximum of \$25.00 USD. Any damages in excess of this amount will be deducted from the security deposit. If

damages exceed the security deposit, the Guest will be required to pay for additional cost with the credit card on file. Guest agrees to pay a \$35 fee if grill is not cleaned prior to departure. Guest also agrees to pay a \$25 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. If rental provides a golf cart as a courtesy or rental and is not returned with a full tank of gas, guest agrees to pay a \$35 fee. Guest agrees to a \$25 fee if any linen or towel is unusable in property after it has been properly laundered. All fees will be deducted from your security deposit. Guest agrees to surrender property in the same condition as at commencement of the rental period. In cases of abuse and malicious damage to rental property in excess of the security deposit, Guest will reimburse Agent and/or Owner the amount of all damage including excessive housekeeping expenses and reasonable attorney's fees. **SMOKING IN A PROPERTY OR UNAUTHORIZED RENTER WILL RESULT IN A \$500 FINE.** Fees will be charged to an authorized credit card. All SilverTails Vacation Rentals Properties are non-smoking anywhere on the premises. Violation of this requirement will forfeit your \$500.00 damages and deposit fee. An additional \$100.00 grounds cleaning fee will be deducted from the damage deposit, for cigarette debris left around exterior of property grounds by Guest.

6) INDEMNIFICATION OF AGENT BY GUEST: Guest agrees to indemnify and save Agent, its employees, other Agents and Managers, free and harmless from any claim or liability for any loss or damage whatsoever arising from, related to, or in connection with rental of the Dwelling, including but not limited to any claim or liability for personal injury or damage or loss of property which is made, incurred or sustained by any Guest or any Guest's invitee.

7) LEASEHOLDER RESPONSIBILITIES: While there may be numerous occupants in a given dwelling, only the reserving party will be held responsible by the Agent for the payment and other lease holder responsibilities enumerated in the lease.

8) REPAIRS/CONSTRUCTION: Even the best or newest equipment

occasionally malfunctions and cannot be guaranteed 100% of the time. SilverTails Vacation Rentals Reservation and the Property Owners use the best administrative staff and maintenance personnel available in the Rockport/Aransas area. Problems are corrected as soon as humanly possible. Agent, Manager or an authorized employee or repairman may enter the premises during business hours for any purpose connected with the repair, care or maintenance of the premises. Refunds will not be issued due to malfunctioning equipment or other Guest dissatisfaction. SilverTails Vacation Rentals Reservations rents properties in a highly desirable developing resort area with properties occasionally under construction. Guests will not be moved or refunds given due to construction noise. You should expect a courteous and professional attitude toward problem solving.

9) PETS: Pets are not permitted in most properties, or on the premises without prior written approval and payment of an additional security deposit. Guest understands that pets are permitted ONLY in pet friendly properties. There is a \$50 pet fee non-refundable charge at check-in for the first two pets, an additional \$25 per pet applies. Pets are not allowed in pool area and dogs must be kept on a leash. Your pet must be bathed to prevent fleas and be current on all vaccinations. Proof of these vaccinations is required upon contract execution. (Rabies vaccination is required by the state of Texas.). An additional \$100.00 fee will be deducted from your damage deposit for not cleaning up after your pet on the property, prior to your check out.

10) PROPERTY AVAILABILITY: In the event that the dwelling be undergoing any major repairs, Agent shall be held harmless by Guest. Agent will make every effort to move Guests to comparable accommodations at the original rate. If comparable accommodations are not available, the Guest agrees to accept a full refund of any monies paid.

11) CANCELLATION POLICY: Cancellations are effective on the date written notice is received by fax or e-mail in our office. Please see

above for policies.

12) NO REFUNDS FOR EARLY CHECK-OUTS OR NO SHOWS: Guest agrees that once they have checked in to the property, no refund will be made for early check-outs. If Guest does not cancel the reservation and does not arrive for the Guest's rental period, all monies paid will be forfeited.

13) HURRICANE EVACUATION POLICY: PLEASE READ CAREFULLY - Agent will not issue any refunds for hurricane evacuations or any other natural disasters. Guest may purchase travel insurance which will cover mandatory hurricane evacuations and all other natural disasters. Our provider of choice is CSA Travel Protection; you can reach them at 800.873.9855 or on their website.

14) 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.

15) AMENITIES: SilverTails Vacation Rentals Reservations may not issue refunds for non-functioning or closed amenities.

16) OWNERS CLOSETS: 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.

17) 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" and an additional security deposit. Agent

determines the “event fee.” If the Guest misrepresents an event (said misrepresentation to be determined by the Agent), the Guest will forfeit the security deposit paid and may be asked to vacate the property and will not be entitled to any refund.

18) HOMES/CONDOS: Neither SilverTails Vacation Rentals Reservations or the Owner shall be responsible for providing any additional furnishings or equipment not available presently in the residence. It is understood that each property and its furnishings are privately owned and SilverTails Vacation Rentals Reservations acts solely as the Rental Agent for the owner. If furniture is moved, you will be responsible for any charges incurred in returning it to its proper location.

19) SAFETY: Please DO NOT forget to lock up valuables and always lock doors and windows when leaving. We also highly recommend locking up when enjoying the pool or beach. SilverTails Vacation Rentals is not responsible for lost or stolen items.