

## **BEACH RETREAT RENTAL POLICY**

Miller Assets, LLC c/o Mark & Deborah Miller  
301 Creekside Drive  
League City, Texas 77573  
Cell 409/682-0185  
Office 866/303-6442, 832/632-4568  
Fax 713/893-6189

### **RESERVATIONS AND PAYMENTS**

Please designate one person in your party to be responsible for payments, property damages and all responsibilities spelled out herein and in the rental contract; this person's primary residence address will be used for all notices and correspondence.

**Reservations:** We cannot hold a house for any time for you without making a reservation with a credit card. A reservation is made over the phone or by the internet. By phone, we will need your credit card information. When you give us your credit card we will process it at that moment in order for you to hold your reservation and take the home off the market for your specified time. Otherwise we can not hold your reservation as you have requested. We will then send or fax you an agreement and a credit card authorization form for our records. This should be mailed or faxed back, no later than 10 days. You will be charged 1/2 of the total rental amount upon making your reservations if made further than 30 days before arrival. 30 days before your scheduled rental the remainder of the total amount is due. Reservations made fewer than 30 days are due at the time of reservation. All online reservations are processed immediately. We will do everything in our power to keep the availability calendars up to date for online bookings. We will notify you immediately if the home is not available.

### **CANCELLATIONS & REFUNDS**

We understand that there can be unforeseen emergencies that could cause you to cancel your reservation. We'll try to work with you to resolve the situation. However, please note our cancellation policy.

- We do not give refunds for rainy days or overcast skies.
- No refunds will be given for early departures.
- Power, cable and telephone outages occur occasionally on Galveston Island and they are out of our control. We will report the outages; however, no refunds will be given due to outages.
- New construction is a part of life on West Galveston Island. If your home is near construction, we will do our best to talk with the contractors, but please realize that this situation is beyond our control. Sorry, no refunds will be made under these circumstances.
- There is no refund for appliance, plumbing or mechanical failure, utility failure, or circumstances beyond our control.
- Once your reservation is confirmed any cancellations or changes of dates will invoke the cancellation policy.
- Cancellations thirty or more days prior to date of arrival: a full refund will be issued, less the Cancellation Fee (\$100).

- **Cancellations fewer than thirty days prior to date of arrival: a full refund will be issued, less the Cancellation Fee (\$100), ONLY if we are able to re-rent the home for the same time period.**
- Refund checks will be issued 10 days after cancellation. Damage deposits will be refunded 10 days after departure as long as no damage has been reported.

**Hurricane Policy-** No storm related refunds will be given unless: the National Weather Service orders a mandatory evacuation for Galveston, Texas for a Tropical Storm or Hurricane.

The day that the National Weather Service orders a mandatory evacuation for Galveston, Texas we will refund:

- a. Any unused portion of rent from a guest currently registered.
- b. Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten their stay, to come in after the Hurricane/Tropical Storm Warning is lifted; and
- c. Any advance rents collected or deposited for a reservation that is scheduled to arrive during the "Hurricane/Tropical Storm Warning period."

Once you have entered into a contract to rent a property, you are binding yourself to that property for that time. There should be no expectation of compensation because you don't like the property or something in the property isn't working to your satisfaction. As previously stated, we will make every effort to correct any malfunctions or problems encountered, but no refunds should be expected. We reserve the right to cancel a confirmed reservation (with good reason) at any time prior to taking occupancy of the property. In the event this should occur, all monies on account will be refunded.

**Rates:**

Peak Season (March thru Labor Day) \$2,800 week/\$1,400 Weekend or any two nights, 3 nights \$1,866, 4 nights \$2,321, 5 nights \$2,787/ 1 week or 6 nights \$2800

Off Season, after Labor Day and Before March excluding holidays \$1,500 week/\$750 weekend or any two nights, 3 nights \$900, 4 nights \$1,100, 5 nights \$1300/ 1 week or 6 nights \$1,500.

**HOLIDAYS AND PEAK SEASON RENTALS**

The following holidays require a three-night minimum stay. Memorial Day, Labor Day, Mardi-Gras and during Spring Break weeks in March, Thanksgiving weekend, Christmas and New Year's Day. Holiday rental rates are the same as peak rates

**Fees:**

The Above rates are rental rates, which do not include taxes of 15%, Reservations require half down and the remainder 30 days before your arrival. Damage Deposit is \$250.00 along with a cleaning fee of \$75.00. Groups of more than 12 are not allowed at any one time in the home unless they have a prior permission clause in their contract.

## **HOUSE and AMENITIES**

Our home features standard items including telephone, cable TV (2), High speed internet, central air/heat, microwave, dishwasher, coffee maker, toaster, pots and pans, dishes, utensils and glassware.

**Our home is also equipped with an outdoor HOT TUB!**

## **SWIMMING POOLS, RESTAURANT AND BAR**

Beach Retreat guests will receive complimentary passes to the Pointe West Beach Club where they will have access to the swimming pool, kids pool, dining facilities, bar and workout room. There is no charge for access; however, guests must pay for food and beverage charges.

All equipment in our house should be in working order when you check in. Please report any inoperative equipment or problems to us immediately. You can expect a courteous and professional attitude to problem solving, and we will make every reasonable effort to resolve the problem promptly. Please understand that emergencies take precedence.

However, under no circumstances will there be a reduction of rent for any mechanical failure of air conditioners, dishwashers, refrigerators, washers, dryers, cable TV, televisions, internet access, VCRs, DVD Players, hot tubs, swimming pools or any other appliances or amenities.

A charcoal grill is provided at each house. Grilling on decks is a fire hazard and is strictly forbidden. Grills must be used on the ground level.

*NOTE:* Every effort has been made to ensure the accuracy of the house information on our website; however, it is not guaranteed. It is subject to errors, omissions, change of price, change of house contents and/or features or *withdrawal* without notice.

## **MAINTENANCE AND EMERGENCIES**

We are available 7 days a week to take care of everything from plumbing problems to delivering a new toaster to you. If you have a problem or need something, we'd like you to call us immediately because we want to make sure that you have a trouble-free vacation.

## **LINENS**

Sheets and towels are supplied and each home will have the appropriate amount of linens to suit the capacity of the property. Standard beds will be made up with linens, blankets and a bedspread. (Trundle beds will not be made up; however, linens will be supplied). Towels will be placed in both bathrooms. Everything will be ready for you to kick your shoes off and relax! Please be sure all linens stay in the home when you leave and **under no circumstances shall linens or towels be taken to the beach.**

## **WHAT TO BRING**

Condiments and staples, coffee filters, paper towels, plastic wrap and aluminum foil, trash bags, dishwasher soap and dishwashing liquid, bath soap, shampoo, toilet paper, charcoal, beach umbrella, beach chairs, beach towels, sun block and the kids.

## **ARRIVALS**

Check-in time for all guests is 3:00 p.m. Please allow our housekeeping staff time to prepare your vacation home properly, and please don't pressure our staff to let you in your house before 3:00 p.m. There's plenty to do while you wait -- enjoy our beaches, tour The Strand or do some shopping. Sometimes it may be necessary to delay check-in beyond 3:00 p.m., but that is extremely rare. Under no circumstances should you go directly to or enter your vacation home before your scheduled check in time

During Low and mid seasons, arrival times may be more flexible based upon availability. Check with us prior to arrival to see if early check in is possible. **There is no extra charge for early check in if available.**

## **DEPARTURES**

Checkout time is 11:00 am. Put the keys back in the lock box and let us know how much fun you had during your stay! And don't forget to make your reservation for next year!

During Mid and Low Seasons and for two-night rentals, departure times may be more flexible based upon availability. Check with us prior to departure to see if late check-out is possible. **Again, there is no extra charge for late checkout if available.**

## **OCCUPANCY POLICY**

We work very hard to maintain a quiet family atmosphere for the enjoyment of our guests and neighbors. We will rent only to family groups and responsible adults over the age of 25. Any use of the home for purposes other than family vacations must be addressed at the time of the reservation. Occasions such as parties, weddings, receptions, company gatherings or picnics are not allowed. We do not rent to prom groups, school or graduation groups, fraternities or sororities or youth groups with or without adult supervision. Adults cannot rent properties on behalf of underage guests. Guests must comply with these Rental Policies and all subdivision restrictions. In certain circumstances, a higher refundable security deposit will be required.

12 is the maximum number of guests allowed in our house. All guests and their vehicles must be listed on the Guest Registration form. Exceptions are made only for infants. Any violations of these standards will be grounds for eviction without refund.

## **PARKING**

To help preserve the quality of life on West Galveston Island, we limit the number of cars which can be parked at house to four (4). RVs and campers are not permitted on the grounds of our house at any time, and parking is not allowed on the streets or on the dunes.

## **PETS**

Please, no pets.

## **PROPERTY DAMAGES**

Guests will be responsible for accidental or intentional damage to the home or its contents caused by the Guest, the Guest's family or invited guests. If damage occurs during your stay, be sure to call the office right away so that we can take care of it for you.

## **OUTSIDE SHOWER**

When returning from the beach, please rinse off in the outside shower located downstairs so sand will not be brought into the house. The shower has both hot and cold water and is enclosed for your privacy.

**Non-compliance with the rental contract, these rental policies, occupancy rules, subdivision restrictions, pet restrictions, or any illegal activity or conduct creating a nuisance, waste, hazard or disturbance are each grounds for immediate eviction without refund.**

## **LOST & FOUND**

We are not responsible for items left behind in our house. We will make an attempt to locate lost items, but can't guarantee that we will find them. Please check the house carefully before leaving. We will keep retrieved items for 30 days; after 30 days, the items are donated to charity.

## **MISCELLANEOUS**

*For purposes of Chapter 92 of the Texas Property Code with respect to the rental of any vacation home. Each rental of a vacation home is at will and on a day-to-day basis, and each Guest agrees that only one days' notice to vacate is required pursuant to Chapter 24 of the Texas Property Code, and that no notice to terminate the Guest's tenancy with respect to any vacation home is required pursuant to Chapter 91 of the Texas Property Code. To the fullest extent allowed by law, each Guest waives any notice or other requirement that a "Landlord" is required to provide to a "Tenant" under Chapter 92 of the Texas Property Code. To be effective, any notice or request for disclosure by the Guest with respect to the rental of the vacation home or otherwise with respect to these matters must be in writing and delivered to 301 Creekside Drive, League City, Texas 77573..*

*The rental of the vacation home is made with no implied warranties of merchantability, habitability, fitness for a particular purpose, or any other kind and each vacation home is rented in its present condition, "as is - with all faults".*

*Subject to the prior provisions in these Rental Policies regarding accidental damage to the house and its contents, Guest shall indemnify, defend and hold harmless Miller Assets, LLC c/o Mark & Deborah Miller, their employees, agents and representatives, and all of 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 attorneys' fees) for personal injury or property damage arising from or in connection with Guests right of access to the house and property, occupation or condition of the house and property and/or use of the house and property, and regardless of any negligence or strict liability on the part of any of the covered parties and regardless of the form of claim whether at common law, strict liability, negligence or under any statute or regulation.*

*We do not discriminate with respect to the rental of vacation homes based on race, color, religion, sex, familial status, national origin or disability.*

*These Rental Policies and the rental contract constitute the entire agreement regarding the rental of the vacation home and unless incorporated herein and therein, there are no other oral representations, warranties, agreements or promises pertaining to the rental of the vacation home. These matters shall be construed in accordance with the laws of the State of Texas, and exclusive venue with respect thereto is in the State Courts of Galveston County, Texas.*

*The terms and provisions of these Rental Policies may be revised and amended at any time, and from time to time, and if so revised and amended and furnished to the Guest prior to the Guest's occupancy of the vacation home, they shall for all purposes be considered effective and binding upon the Guest as so revised and amended.*

*Beach Retreat rental guidelines change from time to time. The most current version is found on our website, [www.Galvestonbeachretreat.com](http://www.Galvestonbeachretreat.com) ands also provided to you along with your rental contract*

**Agency Disclosure:**

**By signing below, I agree to all terms and conditions of this agreement**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_