

Thank you for reserving your vacation at The Lakeview House. We know you will have a terrific time. The comfort and safety of our guests is very important to us. These rules and regulations provide for the safe and continued enjoyment of the property. Please read them very carefully; complete the required information, sign where requested and return by email or mail (contact information is provided on the last page). **PLEASE NOTE** - your reservation **cannot be confirmed** on your part until we receive the signed Rental Agreement and payment of the full rental fee plus any optional service fees by check, cash or credit card. Once we receive your payment, we consider it booked on our part and cannot be canceled. Do not hesitate to e-mail or call us with any questions.

The Lakeview House
VACATION RENTAL AGREEMENT
 125 Lakeview Dr
 Buchanan Dam, TX 78609

| | | |
|------------------------------------------|---------------|-----------------------------|
| TENANT NAME | | |
| TENANT ADDRESS (no P.O. Boxes) | | |
| | | |
| TELEPHONE NUMBERS | home | cell |
| | work | |
| E-MAIL ADDRESS | | |
| | | |
| RESERVED DATES | in | out |
| NUMBER OF | adults | children (list ages) |
| | | |

1. **AGREEMENT** – *The Lakeview House* is a private vacation home owned by Dave and Lou Seideman (Owners). The Owners, *The Lakeview House* 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**. Owners may bend the capacity up to 12 with notice prior to rental and \$25 each person per night rental fee. 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** – *The Lakeview House* is NOT available for rental to individuals or groups celebrating Spring Break, Prom, or wild parties. (We respect our neighbors and their rights.) 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.

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3. **PAYMENT OF RENTAL FEE & DEPOSIT** – Rental fee will be taken by credit card, check or cash to reserve *The Lakeview House*. Once the owners have run your card or accepted your check/cash, the house will be reserved for you. No refunds will be given if you decide to cancel your reservations. If damage or theft occurs, your credit card will be run for damages that occurred during your occupancy. Checks should be made payable to **Seideman Enterprises**. If you pay by check or cash, you will need to have a credit card on file with us to use for any damages or thefts. If any property is missing or damaged, your credit card will be charged for the cost of replacements and repairs.

AUTHORIZATION FOR PAYMENT BY CREDIT

Signature _____

The signature above confirms Tenant's intent to pay Owners the required rental fee and any damages to property during tenants stay by credit card through [Visa / MasterCard](#) credit card. There is no need to fill out this section if you gave this info over the phone. Please do not email credit card info, for your safety.

Name on Card _____
Billing address _____ City _____ State _____ zip _____
Credit Card Type _____ Account # _____ Exp Date _____
3 digit security code on back of card _____

Tenant fully understands that **failure to initiate credit card payment WITHIN 48 HOURS (two 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 damages or thefts as described in paragraph 5 of this Agreement.

4. **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 a locked garage door. **Inspection will include locked garage.** Should any damage have occurred during Tenant's stay, the credit card will be charged again for the amount of the damages. The owners have the right to criminal prosecution if excessive damages occur. Tenant is expected to leave the property in the same clean condition in which it was found. A \$100 Cleaning Service will be added to your total cost for washing all sheets, towels and cleaning the house when you leave. You will be expected to leave the towels hanging up in the bathrooms so they do not mildew, do not leave wet towels on the beds.
5. **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. Tenant agrees to reimburse Owners for all costs incurred to repair or replace the damaged item(s).
6. **CANCELLATION / REFUND POLICY – No refunds for cancelation.** The owners will not refund you for cancellation. We do not operate like a Hotel and do not have replacement renters standing by if you cancel. Sorry for the inconvenience. If you do cancel we can try to rebook *The Lakeview House* but can't guaranty that we can rebook. If we do rebook, we will refund all but \$200. We will keep this for rebooking fee.
7. **STORMS / ACTS OF GOD** Refunds and/or prorations will not be made due to inclement weather of any kind, acts of God, poor fishing or other circumstances beyond Owners' control. In case of a tornado, there is a storm shelter under the house.
8. **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. If propane tank needs replacement on the gas grill, please DO NOT attempt to disengage the tank yourself. Notify Owners immediately... we will dispatch someone to replace the tank for you. *The Lakeview House* 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.
9. **ARRIVAL, DEPARTURE and KEYS** - **Check-in time is 4:00 p.m.** Owners are happy to allow early check-ins but late check outs are a problem for us. The maid is scheduled for 11:00am. Please be sure to advise Owners in advance of your intent to arrive early. Early check-in may be allowed if property is vacant on day of arrival. The door will be open the day of arrival. Keys will be located inside front door. **Checkout time is 11:00 a.m.** Be sure to instruct your guests of check out time.

10. **SMOKING**– *The Lakeview House* 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 outside in designated areas. (please ensure cigar/cigarette butts are properly extinguished and disposed of in fireproof receptacle - NEVER throw butts/matches in the yard). You will be charged for extra clean up.
11. **Pets** We charge a \$100 pet rental fee for dogs. This is not a deposit, it is a rental fee. It helps us clean carpets and couches. We do provide a fenced yard for your dog. You must notify Owners prior to renting if you intend to bring pets in the house. If your dog leaves a mess on the floor, you will be charged extra for a cleaning fee.
12. **TELEPHONE** – *The Lakeview House* does not provide telephone service. Please bring a cellular phone with you.
13. **VIOLATIONS / DISTURBANCES** - Tenants and all other occupants will be required to vacate the property immediately, with complete forfeiture of security deposit and rental fee 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.
14. **FIREWORKS AND CAMPFIRES** – Fireworks may be permitted on the beach in the park only, however not during burn bans. You must notify owners if you want to use fireworks. Campfires are not permitted anywhere in the neighborhood or on the beach.
15. **RECREATIONAL VEHICLES / BOATS** – No RVs allowed. We are limited to how many guests can stay on the property and there are enough beds for 10 to sleep, with a maximum of 12. See owners for details. Boats are also allowed on property. There is a drive through driveway so backing is not an issue. Boat launching is permitted from the beach if water level is up. There is also a free county boat ramp 3 miles from the neighborhood. You can tie up to the pontoon boat that is anchored by the beach.
16. **FISHING** - The cleaning of fish should be done on the beach. Scales, heads, fins, etc. should be returned to the water. Do not leave scales in yard or throw waste in trash can. Bloodied or soiled clothes or shoes should be removed before walking on carpet. Shoes should be left outside and clothes removed in the laundry room area and placed in trash bags or laundered immediately. Do not throw soiled clothing on the floors.
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. Children should NEVER be allowed to roam alone without adult supervision. The lake is too close for safety. Owners do not accept liability for any inconvenience arising from temporary defects or stoppage in water supply, gas, 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, assignors, 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** -. You should bring food and drinks, beach towels, toiletries, aluminum foil, Ziploc bags, condiments, sunscreen, first aid, DVDs, folding chairs and umbrellas for the beach, and insect repellent.
20. **WHAT IS PROVIDED** – *The Lakeview House* is a fully furnished home with a fully equipped kitchen, television with DVD (no cable/satellite), gas grill, smoker, picnic table. We also supply clean sheets, pillow cases, bath towels, washcloths, toilet tissue, soap, shampoo, trash bags, paper towels, dishwashing soap.

21. **CLEANING SERVICES** - Owners will provide clean sheets, pillowcases, blankets, bath towels and washcloths. Guests should bring their own beach towels. The Cleaning Service includes standard dusting, vacuuming, mopping, cleaning mirrors, and cleaning and disinfecting bathrooms and kitchen following your departure. Tenant is required to clean any dirty dishes prior to checkout and ensure no wet towels or washcloths have been tossed onto beds or carpeted areas. Please put them on the laundry room floor or leave them on towel racks. \$100 cleaning fee is a onetime charge per stay.

ADDRESSES / CONTACT INFORMATION - A signed copy of this Agreement must be returned to Owners email or mail. Rental fee must also be received to confirm Tenant's reservation. Your Security deposit is your credit card. Your card will be billed for any extras.

Owners of *The Lakeview House*
Dave and Lou Seideman
3402 Ferguson Ln. Austin, Texas 78754

TELEPHONE NUMBERS
Dave's cell 512-940-4750
Email dave@lakebuchanan.info

The Lakeview House
125 Lakeview Dr. Buchanan Dam, TX 78609
e-mail - dave@lakebuchanan.info

I / WE, the undersigned party to this Rental 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 READ, FULLY UNDERSTAND AND ACCEPT ALL TERMS AND CONDITIONS AS OUTLINED IN THIS AGREEMENT.
email to dave@lakebuchanan.info

TENANT SIGNATURE _____ DATE _____

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Release of Liability for **The Lakeview House**

In consideration of the rental of the above described home the undersigned hereby releases fully and discharges **The Lakeview House**, Its owners, agents and employees from any and all liability resulting from any personal injury to myself or damage to my property which is caused in any way by the negligent acts or failures to act of **The Lakeview House** or of its owners, agents, or employees in the rental of **The Lakeview House**. I accept for myself full responsibility for any and all injuries or damages of any kind which may result from the use of the home and it is my intention to HOLD HARMLESS **The Lakeview House** dba Seideman Enterprises., its owners, David & Louise Seideman agents, and employees for any injury sustained by me or anyone in my group while using the above described home, appliances and facilities. It is up to notify my guests that I hold all responsibilities in this matter.

In the event that I am signing as a parent of a minor, I represent that I have full authority to do so, realizing this release is binding upon the minor/minors as well as myself.

I, the undersigned, acknowledge that I have carefully read this release of liability and understand its contents. I am aware that by signing this release, I am waiving certain legal rights, including the right to sue David or Louise Seideman, **The Lakeview House** or Seideman Enterprises.

CAUTION: READ BEFORE SIGNING! This document affects your legal rights and will bar your right to sue!

Renters Signature* _____ Date _____

Lakeview House Rules

These rules are meant to protect you and our home, please make all guests aware of them including your children.

Damages Any damages to property will be billed to your credit card.

Respect our neighbors. No loud or late parties, please be courteous to our neighbors. Have fun but use good judgment.

Park please don't trash the park areas. If you are reported leaving trash in the parks and we have to clean it up, you will be charged for clean up.

Gas Grill Please do not attempt to remove the LP gas bottle from the grill. If empty, we will refill it for you. Please pull grill away from back wall, heat escapes from the rear of pit and can ignite siding. This is for your safety and our homes safety.

BBQ Smoker Please pull the smoker out of carport before using. This is for your safety and our homes safety. Please do not dump ashes from pit in the yard. Ask for a safe receptacle from owners to dispose of ashes.

Smokers Please do not throw cigarette butts in the yard. There is a butt disposal in the rear of the home on the patio. If the maids have to pick up butts in the yard you will be charged an extra clean up fee.

Towels & Blankets Please don't use towels for cleaning rags. There are rags on the shelves in the laundry room and entry closet for shining shoes or dirty work. Please don't use bed blankets for the beach. There is a blanket for beach use, in the back bathroom closet in a straw basket. **Please leave wet towels on towel hooks** not on the floor or on beds. **Please DO NOT** strip the beds or don't make the beds that you have slept in. This will let us know which beds were used. We will have the maids strip and put clean sheets on the beds.

Check out Check out time is 11:00 am. Our maid shows up at 11:00am. Please leave keys on entry way shelf when you leave.

Please turn off air conditioner and lights when you check out. Please help us save electricity. Please lock the doors when you leave.

Swim Platform Please don't try to move the swim platform.

Refrigerator Please do not adjust the refrigerator settings.

Dishwasher Please put dirty dishes in the dishwasher when you leave, and turn it on.

Dishwashing soap bricks are located under sink in foil packs.

Pets An additional \$100 pet lease fee will be charged if you decide to bring pets inside. (Small Dogs Only) You must notify Owners prior to renting if you intend to bring pets in the house. The reason for this fee is so the owners can shampoo the couch and carpet when needed. This is not a deposit, it is an extra cleaning fee. If you do decide to bring your pet inside without permission the owners will reserve the right to charge your credit card \$100 pet lease fee. Violation of this policy could result in eviction and complete forfeiture of security deposit and rental fee. We love pets but they do leave pet hair and sometimes have accidents. This fee will help us keep the place nice for our next tenants.

Parking Please park in driveway and back yard. You can pull all the way through and exit rear gate. No parking in front yard, this is where our septic drain field is located.

Open flames Please, no open flames like candles in the house.

Furniture If our couches or beds are left with stains on them, you will be charged for damages. Please make sure that kids eat at the table and don't stain the couches or beds. If food is left around to cause insect invasion or stains on anything, you will be charged for damages.

Swim at your own risk Make sure that kids are supervised at all times. Life vests are strongly encouraged. If you don't have them, we will loan at no extra charge to you. We want to keep our guests safe.

Artwork and décor The artwork and décor is placed in *The Lakeview House* for you and our guests to enjoy. Please respect them, do not damage them or take them. You will be billed for missing and damaged items.

To Reach Owners Feel free to call Dave 512-940-4750 cell phone