

Thank you for reserving your vacation at Lake Buchanan Lodge. 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 and cannot be canceled. Do not hesitate to e-mail or call with any questions.

***Lake Buchanan Lodge***  
**VACATION RENTAL AGREEMENT**

<b>TENANT NAME</b>		
<b>TENANT ADDRESS</b> (no P.O. Boxes)		
<b>TELEPHONE NUMBERS</b>	<b>home</b>	<b>cell</b>
<b>work</b>		
<b>E-MAIL ADDRESS</b>		
<b>RESERVED DATES</b>	<b>in</b>	<b>out</b>
<b>NUMBER OF</b>	<b>adults</b>	<b>children (list ages)</b>
<b>Be sure to include everyone.</b>		

1. **AGREEMENT** – *Lake Buchanan Lodge* is a private vacation home owned by Dave and Lou Seideman (Owners). The Owners *Lake Buchanan Lodge* 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 16 persons**. Owners may bend the capacity up to 20 with notice prior to rental and an additional \$25 for each additional person over the capacity per night rental will be charged. Use of the property will be denied to persons not falling under these 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** – *Lake Buchanan Lodge* 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.

3. **PAYMENT OF RENTAL FEE & DEPOSIT** – Rental fee will be taken by credit card, check or cash to reserve *Lake Buchanan Lodge*. 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, a credit card deposit will be needed by no later than check in time or before. If any property is missing or damaged, your credit card will be charged for the cost of replacements and repairs. Your card will not be run unless there are damages.

#### 4. 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 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.

5. **INSPECTION / CLEANING** - The home will be thoroughly inspected (indoors and outdoors) following each and every rental. Should any damage have occurred during Tenant's stay, the credit card will be charged again for the amount of 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 \$125 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 so they do not mildew and not to leave wet towels on the beds.
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. Tenant agrees to reimburse Owners for all costs incurred to repair or replace the damaged item(s).
7. **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 *Lake Buchanan Lodge* 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.
8. **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.

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. 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. *Lake Buchanan Lodge* 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 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 property gate will be open and door will be open the day of arrival. Keys will be located in each room. **Check out time is 11:00 a.m.** Be sure to instruct your guests of check out time.
11. **SMOKING**— *Lake Buchanan Lodge* 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. **Remember this is a wooden building and the wood is 200 years old so it is very flammable.**
12. **Pets** no pets are allowed. We love animals but we have had some problems in the past that made us change our policies.
13. **TELEPHONE** – *Lake Buchanan Lodge* does not provide telephone service. Please bring a cellular phone with you.
14. **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.
15. **FIREWORKS AND CAMPFIRES** – Fireworks may be permitted on the beach only, however not during Llano County burn bans. You must notify owners if you want to use fireworks. Campfires are permitted on our property in fire ring and or BBQ pits but not during burn bans. Please keep fire away from building. It is made totally of wood.
16. **RECREATIONAL VEHICLES / BOATS** - Recreational vehicles (RVs) are allowed on the property. We do not provide dump for the sewer. We will charge an extra fee to hook up to electric plus fee for extra people. You must contact owners prior to your stay to arrange rental agreement. Boats are also allowed on property. Boat launching is permitted from the property if water level is up. There is also a free county boat ramp 3 miles from the neighborhood.
17. **FISHING** - The cleaning of fish should be done outside in the provided sink. 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 in the house.

- 18 **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.
- 19 **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.
- 20 **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.
- 21 **WHAT IS PROVIDED** – *Lake Buchanan Lodge* is a fully furnished home with a fully equipped kitchen, television with DVD satellite connection, 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.
- 22 **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 floor areas. Please hang them on provided hooks in bathrooms. \$125 cleaning fee is a onetime charge per stay. Any additional cleaning other than cleaning listed will be billed to your credit card. This includes cigarette butts that we have to pick up outside, spilled drinks inside, excessive cleaning of stove or oven, spots on furniture or bedding, etc.
- 23 **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 **Lake Buchanan Lodge**  
Dave and Lou Seideman  
3402 Ferguson Ln. Austin, Texas 78754

**TELEPHONE NUMBERS**  
Dave's cell 512-940-4750  
Email [dave@lakebuchanan.info](mailto:dave@lakebuchanan.info)

**Lake Buchanan Lodge**  
**7694 Ranch Rd. 261 Buchanan Dam, TX 78609**  
**e-mail - [dave@lakebuchanan.info](mailto:dave@lakebuchanan.info)**

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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.  
**PLEASE SEND SIGNED AGREEMENT TO [dave@lakebuchanan.info](mailto:dave@lakebuchanan.info)**

**TENANT SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

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**Please mark the appropriate boxes for OPTIONAL SERVICES and add fee(s) to your rental fee payment:**

	<b>Fee</b>	<b>Elected</b>	<b>Number of Guests</b>	<b>Declined</b>
25' Pontoon Boat Charter With Captain	\$500 day		14 max	
Canoe, Kayak and paddle boat Rental	\$25 day each		5 canoes 3 Kayaks 1 paddle boat	

# Release of Liability for Lake Buchanan Lodge

In consideration of the rental of the above described home the undersigned hereby releases fully and discharges **Lake Buchanan Lodge**, 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 be the negligent acts or failures to act of Lake Buchanan Lodge or of its owners, agents, or employees in the rental of **Lake Buchanan Lodge**.

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 **Lake Buchanan Lodge** 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 me to notify my guests that I hold all responsibilities in this matter.

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, **Lake Buchanan Lodge** or Seideman Enterprises.

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

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Renter's Printed Name\*

Date \_\_\_\_\_

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Renter's Signature\*

### **Lake Buchanan Lodge Rules**

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

**Damages 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.

**Gas Grill** Please do not attempt to remove the LP gas bottle from the grill. If empty, we will refill it for you.

**BBQ PIT** We provide wood for you to BBQ, it is stacked by the second gate when you come in. There is also a second BBQ pit in by the fire pit next to the lake. You are welcome to use it also.

**Fire Pit** You can use fire pit as long as Llano County burn ban is not in effect. The fire pit is located down by waters edge.

**Smokers** Please do not throw cigarette butts in the yard. If the maids have to pick up butts in the yard you will be charged an extra clean up fee. Butt cans are provided around the property.

**Towels & Blankets** Please don't use towels for cleaning rags. There are rags in the bottom drawer in bathrooms for dirty work like polishing shoes and etc. Please don't use bed blankets for the beach.

**Please leave wet towels on towel hooks in bathroom,** 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. Please leave keys in the bedrooms when you leave.

Please turn off all bedroom and main room air conditioners in the summer and set main room heater to 50 in winter. Also turn off all lights when you check out. Please help us save electricity.

Please lock the front & back doors when you leave. Bottom Lock is fine.

**Refrigerator** Please do not adjust the refrigerator settings. This will freeze the ice maker water line and it will no longer make ice. It will also cause the line to break and flood the house and you will be charged for any damage. Also clean out all food from refrigerator & freezer

**Dishwasher** Please put your dirty dishes in the dishwasher when you leave, and turn it on. Dishwashing soap bricks are located under the sink in foil packs.

**Fireplace** **Do NOT run main room heater with fireplace burning at all.** It will suck all the smoke out into the main room. Smoke damage will occur. You may use bedrooms heaters with no complications. Be sure to open the flue before starting the gas log lighter. Turn off

the log lighter after a few minutes of use or once logs are lit. Wood for fireplace is located by second gate when you come in.

**No fires or candle burning in *Lake Buchanan Lodge* is allowed.** If we find evidence of candles being burned or fire on any sort, (besides the fireplace) you will be charged for damages. This is an antique building, made with flammable wood. Use good sense.

**Pets** No pets allowed.

**Parking** Please park in driveway on graveled areas. Rainy weather makes the grassy areas very muddy and you will get stuck if you go off the roads.

**Damage** Please do not let your children vandalize the lodge by writing on walls or peeling wood chips off of post and beams. These beams cannot be fixed once the damage is done. Please explain to children that this building an antique and is very costly to replace or repair.

**Furniture** If our couch 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 kids are supervised at all times. Life vests are strongly encouraged. If you don't have them, we will loan free of charge to you. We want to keep our guests safe.

**Boat Dock** A boat dock is provided for you to the south of *Lake Buchanan Lodge*. You are welcome to tie up 2 boats to it. The other boat dock on the property is for owner use only.

**Art Work and décor** The artwork and décor is placed in *Lake Buchanan Lodge* for you and our guests to enjoy. Some of them are antiques. Please respect them, do not damage them or take them. You will also be billed for missing and damaged items, as I said they are antiques so they won't be cheap.

**Wifi** Wifi is available. Password is thelodge

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