

Complete & e-mail from your own email address

(Not through TripAdvisor's website)

To: hannah@brazosbluffsranh.com

BRAZOS BLUFFS RANCH, LLC ("Owner")

Vacation House Rental Contract

Rentals through TripAdvisor.com

Renter: Full Name (*print*): _____

Home Address: _____ City/ST/Zip _____

Cell: (_____) _____ Other Tel.: (_____) _____

Drivers License Number: _____ State: _____

Employer/Occupation: _____

Dates: Check-IN: _____ Check-OUT: _____ Number of nights: _____

Number of Guests (including Renter): _____ Adults + _____ Children = _____ Total Guests

First and Last Names of Adults: _____

First and Last Names of Children: _____

No Pets are allowed unless a Pet Addendum (see the last page) is completed by Renter and approved by Owner.

Check one: I will not bring a pet. _____ A Pet Addendum is attached. _____

Payment: Payment of 50% of the total rental is required to hold a reservation.

The remaining balance is due not later than one month before Check-in Date.

Damages: Renter will **inform Owner immediately** if anything is out of order, lost or damaged so Owner can remedy the issue as soon as possible. Renter will pay for all damages to the Ranch, House and its contents caused by any Guest, including, but not limited to repairs, toilets clogged by Guest and excessive cleaning required. Renter will be liable for the cost of all repairs or replacement of any item damaged by a Guest or missing property, and all loss of business resulting from such damage.

Cancellation: Owner encourages, but does not require, Renter to buy trip cancellation insurance.

Cancellations more than two months before Check-in Date will be refunded in full less \$50.

Cancellations between one and two months before Check-in Date, if paid in full, will be refunded one-half of advance payments made. Other cancellations will forfeit all advance payments.

Early departure does not warrant any refund of rent.

Privacy; Owner's Access Both exterior doors of the Guest House have deadbolt locks for Guests' privacy.

Renter will give Owner access to the House at all reasonable times.

No Assignment Renter may not assign this Contract or sub-let the Guest House.

Renter will follow all of Owner's **Check-Out Procedures**, including **washing all dishes used & clean the dining table, frig and counter surfaces**. (There is no dishwasher.)

Renter will read *Information About Brazos Bluffs Ranch* before coming to the Ranch, including directions, access through the **two** separate **gates**, **Check-Out Procedure**, etc., found at:
<http://www.brazosbluffs ranch.com/guest-login-verification.html>.

Renter and all other Guests who will be coming to the Ranch under this Rental Contract have read and agree to all terms of the attached **RULES, RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT**.

If any provision of this Contract or the attached Rules is violated, Owner may evict any or all Guests without refund.

If Renter has not already made payment through TripAdvisor.com, Renter will do so within 24 hours of acceptance by Owner of this contract.

This Rental Contract supersedes any terms that are different on TripAdvisor.com.

This booking will be confirmed upon Owner's receipt of a signed contract and notification from TripAdvisor.com that it has received payment from Renter.

RENTER

Date: _____

Signature

Renter should obtain the current code for the keypad at the house from Owner before arrival.
Owner may not be immediately available if Renter waits until arrival to get the code.

Note: TripAdvisor does **not** send the **damage deposit** to Owner unless Owner files a claim for damages. TripAdvisor retains the full damage deposit and **refunds it directly to Renter**, unless Owner files a claim for damages.

Sign on page 2 & e-mail:

hannah@brazosbluffsranh.com

**BRAZOS BLUFFS RANCH, LLC (“Owner”)
RULES, RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT**

Alcohol No Guest may be inebriated anywhere on the Ranch or consume alcohol outside the House.

NO SMOKING No smoking is allowed anywhere on the Ranch, inside or outside.

Driving Brazos Bluffs Ranch (the “Ranch”) is ½ mile from the popular farm of Brazos de Dios. The entrance road to the Ranch runs through their campus. Guests must **watch for children** and drive very slowly (10 mph) on the entrance road and on the Ranch road. No Guest may drive off of the main road on the Ranch. No ATV or motorcycle is allowed.

Supervision of Children People drive on the road by the Guest House to go horseback riding, etc. Poisonous snakes, mountain lions and other wild animals inhabit the Ranch. Some guests reported seeing a black bear on the Ranch. An adult must supervise children everywhere on the Ranch. Watch for poison ivy, including on the hillside immediately behind the house.

Fire Pit DO NOT LEAVE A FIRE UNATTENDED in the fire pit in the yard. If the wind changes, it could spread embers and start a wildfire endangering many lives. The water hose is near the end of the porch.

We provide kindling and larger wood for the woodstove in a stack behind the carport in colder months. You can find small limbs year-round on the ground near the end of the fence or along the road for use in the fire pit in the yard. Please do not use larger firewood in the fire pit in the yard because it will take several hours to burn.

Woodstove The woodstove and stovepipe above it get very hot when a fire is burning. Do not let children touch them. If you start a fire, keep the draft low and don't put too much wood in. The stove and house can get extremely hot. Do not start a fire in the woodstove if the outside temperature is above 50 degrees. The house will fill up with smoke if you do. If you are not experienced in using woodstoves please contact Curtis to help you start a fire.

No Fireworks or Other Fires Do not use any fireworks on the Ranch, nor start a fire anywhere on the Ranch except in the fire pit in the yard or in the woodstove in the house.

Private Pond No fishing or swimming is allowed in the small private pond near the House.

Entrance Gate & Electric Fences The *white* entrance gate is electric and closed at midnight. It *will* break if pushed. It will cost you over \$1,000 to repair it. **Never touch electric wire fences**; serious injury can result.

Firearms Do not shoot a firearm on the Ranch, except in the event of an emergency.

No Trespassing Do not trespass on any neighbor's property. (The café and craft village at Brazos de Dios are open to the public Monday to Saturday, 10 am - 6 pm. and for breakfast on Saturday at 7:00 a.m.)

Jogging, Hiking The Ranch has many trails for your use. Please don't jog on Homestead Heritage's campus.

No Biking on the Ranch. Bikes can scare horses on horseback rides. (Cameron Park in Waco offers miles of world class mountain biking trails rated from green to double black diamond on the river, open to the public.)

Bluffs Some of the bluffs on the ranch are over 100 feet above the Brazos River. The edges slope downward and can slough off. There would be **no possibility of survival** if a person slipped over the edge in some areas.

Brazos River Guests may fish **in the River** with proper licenses. We do not permit access to the River for swimming or canoeing unless **two** or more people, at least one of whom is an **adult**, are present. The current in the river can be swift. The river bed is uneven; some holes in the river are deep. Snakes may be present except in cold weather. Each person in a canoe must have a **life vest**. State law requires children under 13 to wear a life vest. There are large **rocks and logs** in the river, including underwater that you can not see. **DO NOT DIVE**.

Deck near the River The balusters on the deck by the river are over 6" apart. **A child can slip between them**. If a person fell from the deck, **death or serious injury would be inevitable**. No Guest is allowed to sit or stand on the top rail. **No child is allowed on the deck without an adult present**.

Loft in House The balusters in the House are only 4 1/4" apart. A child should not be able to slip between them. The top rail of the balustrade is over 12' above the floor below. If a person fell over the top rail, **death or serious injury would be inevitable**. **No Guest is allowed to climb or sit on the top rail of the balustrade in the House**.

Trash Do not leave any trash anywhere on the Ranch except in the **trash bin** behind the House.

Grills We provide a propane grill by the **House** for your use. **Do Not** use **charcoal briquettes** or **lighter fluid** in our **black ceramic** grill at the **Pavilion**. Ask us for chemical-free lump charcoal if you would like to use it.

Quiet Time All Guests will observe quiet time on the Ranch from 9:00 p.m. until 7:00 a.m.

All Guests will obey the Rules above and strive to preserve the House and Ranch.

No Guest will violate any law while on the Ranch.

All Guests who will be staying at the House or coming to the Ranch under my Rental Contract have authorized me to sign below on their behalf.

On behalf of myself and all children under my care and all other Guests at the Ranch, I expressly assume the risk of any and all loss and harm arising during my/our use of the House and Ranch, and hold harmless the Owner and waive, release and will not sue or make any claim against Owner for any injury, death, damage or loss caused by any reason at Brazos Bluffs Ranch including Owner's negligence, unless caused by Owner's intentional or reckless act or omission. I will reimburse Owner for any and all injury, loss and/or property damage caused by me/us while on the Ranch.

I had the opportunity to consult an attorney before signing this document.

Signature: _____

Date: _____

Print name: _____

Address: _____

PET ADDENDUM

This Addendum to the Vacation House Rental Contract is for ____ (number) dog(s) (maximum 2) for ____ (#) nights for an extra fee of \$25/night per dog under 30 pounds and \$40/night per dog over 30 pounds.

Kind, age, color and weight of dog: 1. _____

2. _____

Renter represents with respect to each dog above:

(Initial)

- a. The dog has never bitten anyone and does not growl at people or dogs. _____
- b. All of the dog's shots will be current at the time of my stay. _____
- c. The dog is neutered and house-broken. _____
- d. The dog will be bathed within 3 days of the stay and either:
does not shed its hair or will be brushed the day before
arrival and every day of the stay. _____
- e. The dog will be treated with flea & tick repellent between 2 and 5 days
prior to arrival and will not have ticks or fleas during the stay. _____

Renter agrees as follows with respect to each dog above:

(Initial)

- 1. The dog will not urinate or defecate in the house unless it is in a kennel. _____
- 2. The dog will not be in the house unless it is clean and dry. _____
- 3. The dog will not get on any of Owner's furniture or on the carpet upstairs. _____
- 4. The dog will not scratch or chew on Owner's property. _____
- 5. The dog will be kept in a kennel, on a leash or within sight at all times. _____
- 6. I will pick up all dog litter. _____
- 7. **I will not allow a dog near Owner's horses or cows at any time.** _____

RENTER

Signature