

RIO BONITO CABIN RESORT

Resort Policies

THE MANAGEMENT ASSUMES NO RESPONSIBILITY FOR ACCIDENTS, INJURIES OR LOSS FROM ANY CAUSE.

GENERAL: Rio Bonito Cabin Resort will not tolerate any onerous, noxious or offensive activity of any sort that could interrupt and/or adversely affect the enjoyment of other parties utilizing our facilities. In the event of such onerous, noxious or offensive activity, in the judgment of management, the parties responsible for such activities will be required to leave the park immediately, without a refund.

INDEMNITY AND WAIVER OF LIABILITY: Customer shall indemnify and hold Owner harmless from and against any and all claims, demands, costs and expenses, including reasonable attorney's fees, arising from any and all damages or injuries caused by fire, water, wind, civil strife, or acts of God, owner and / or customer actions or inactions (or those of their employees, agents, or invitees), or any other related to Customer's use or occupation of the RV site.

ACCORDING TO TEXAS PENAL CODE SECTION 31:04 (b), any guest who leaves without paying for site service or who services or who refuses to pay for site service when due is subject to criminal prosecution. We are providing service hook-ups for your RV and Rental Cabin Park Model w/ full amenities. We require full payment in advance and will prosecute any violations under the "THEFT OF SERVICES LAW".

DEPOSIT AND CANCELLATION POLICY:

- A deposit of one night is required to book a cabin.
- Guest(s) agree that they will provide the Owner(s) with a valid credit card to be kept on file.
- Full payment for your stay is due upon arrival.

DEPOSIT WILL BE FORFEITED AS A RESULT OF ANY OF THE FOLLOWING:

- Occupant checking out prior to the end of time reserved.
- Canceling because of weather (unless roads are closed)
- Cancellations made less than 30 days prior to arrival date. With proper notice we will refund the deposit less \$25.00 service charge. Otherwise the guest is responsible for the total number of days reserved.

CANCELLATIONS:

A \$25.00 cancellation/administrative fee is charged for any reservation that is cancelled at least 30 days prior to arrival date with RIO BONITO CABIN RESORT. In order to avoid being charged one night rental plus applicable taxes, all cancellations must be received by midnight 30 days prior to arrival date. All cancellations are recorded in a logbook as to date and time of cancellation. There are no cancellation refunds under any circumstance if cancellation guidelines are not met by guest. There will be NO REFUNDS for shortened stays; you must pay for what you book.

CHECK IN TIME:

Check in time is **3:00 pm**. If you would like to check in early, you need to call us the day before your reservation and ask if anyone is checking out of your unit. If it is not a "turn-over", you may check in early. Remember to call first. Late arrivals must check in the following morning before **11 AM**. In the event of unforeseen circumstances, we reserve the right to move guests to an equal or higher priced accommodation at no extra charge to the guest. In that event, the guest has the right to cancel the reservation at no charge.

NOTE: The maximum occupancy for each unit is highly monitored. RIO BONITO CABIN RESORT has the right to inspect the number of people in your party. Any party exceeding the maximum occupancy is reason for eviction without reimbursement of rents and deposits.

CHECK OUT TIME:

Check out time is 11:00 am. We will charge your credit card \$30.00 beginning at 11:30 am and for every hour you stay up until 1:30 pm. Anything past 1:30 pm will be charged a full one night rate of the unit in which you are staying. Remember, we have guests checking in after you. *** If your unit is a "turnover," your credit card will be charged a full one-night rate at 11:30 pm.

CLEANING – Guest(s) agree and acknowledge that they will return the cabin back to the state of cleanliness to which it was received upon arrival. This includes cleaning of all kitchen items and utensils, all surfaces, floors and rooms. Guest(s) must place all waste into the designated trash area. Do not strip linens off beds. Make sure all towels are left in the shower and not on the floors when checking out.

LICENSEE OF OWNER - Guest(s) acknowledges and understands that he/she is a licensee of the Owner and not a tenant; and that he/she is not acquiring any interest in the property.

NON-SMOKING UNITS:

Our units are NON-SMOKING units. Any evidence of smoking (smell, ashes, etc.) in the property will result in a \$200.00 fee. This fee will be immediately assessed to guest credit card. Smoking is permitted outside; please dispose of all smoking debris properly outside. Please be considerate of all of our guests and step out on the patio to smoke.

PETS:

If pet(s) are found in any unit and the Guest or Visitors of guests have not disclosed it, then a \$200.00 charge will automatically be charged to the Guest(s) credit card and there is no refund. It is strictly prohibited to bring a pet to a NO PET unit.

INVENTORY:

A full written inventory has been taken of this property and RIO BONITO CABIN RESORT will conduct an inspection upon your departure

INSPECTIONS:

RIO BONITO CABIN RESORT inspects each rented unit upon departure. Although we do not expect damages or theft, it sometimes occurs. We know there will not be any, but if damages (other than "ordinary wear and tear") are found – or towels, and/or property are missing, in addition, any cleaning and/or trash removal deemed excessive by the property owner, or the cleaning service, a retail damage price is assessed and charged to the guest's credit card on file.

Some guest, however, are in the habit of "destroying the evidence" and damage is not discovered until after departure. If something is damaged, please let us know immediately and we will make every effort to come to a reasonable resolution to the situation.

INCLEMENT WEATHER:

Please close all windows and doors and make sure they are locked when leaving unit for safety reasons.

FAIR HOUSING:

RIO BONITO CABIN RESORT complies with all Fair Housing requirements, and will not deny any rentals because of race, color, religion, sex, origin, handicap or family status. However, RIO BONITO CABIN RESORT will not rent to any persons under the age of 21 years of age. All

reservation must be made by a responsible party, 21 years of age or older, who must occupy the property during the reservation time. This party will be responsible for all charges, including lockout fees, damages caused to unit, buildings or etc.

GUESTS:

Guests are responsible for their own proper conduct and that of all guests, including the responsibility for understanding and observing all policies and rules.

SAFETY:

Safety and security is the sole responsibility of the Guest. Owner(s) or its agent assume no responsibility or liability for the safety or security of the guests, or for injury caused by the criminal acts of other persons. Guests should ensure that all doors and windows are locked at all times, and guest must immediately notify **RIO BONITO CABIN RESORT 512-922-3933 or 512-922-1383** if any locks become inoperative. Guest should turn off all appliances when leaving the premises. Guest shall not store any combustibles on premises. Nudity, profanity, and excessive noise will result in eviction without refund.

PATIOS, LOFTS and ENTRY AREAS:

Patios and entry areas must be kept free from items that could be a hazard. Please do not hang towels over railings. For safety reasons, Lofts loads should not exceed room occupancy and NO horse playing on Lofts. Only registered guests can occupy the units. Please notify RIO BONITO CABIN RESORT of any other guests. RIO BONITO CABIN RESORT reserves the right to inspect the number in your party.

CABIN ALTERATIONS:

No alterations, additions or improvements to the cabin (including the application of paints, stains, nails or screws to the woodwork, walls, floors or furnishings). Guest(s) acknowledges and understands that all furnishings/furniture in the cabin are in place as the Owner(s) wish them. Guest(s) agrees to pay not less than **\$100** if furniture is rearranged in such a manner that results in cleaning services being delayed. Such cost will be deducted from the security deposit or the credit card on file.

INSURANCE:

Renter acknowledges that owners insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall owners be held liable for such losses. Renter is hereby advised to obtain their own insurance policy to cover any personal losses.

LOST AND FOUND:

We are not responsible for any loss of money, jewelry, valuables of any kind or any damage incurred to guest's motor vehicles or their contents. RIO BONITO CABIN RESORT will hold left behind items for two weeks. After two weeks, left behind items will be donated to charity. Any items to be returned will be at the guest's expense, via mail.

CREDIT CARDS:

Guest(s) acknowledges and understands that Owner(s) only accept Master Card, Visa, American Express, or Discover Credit cards via Pay Pal. (www.paypal.com). Guest(s) agree that if they pay via credit card that they will pay a 3.1% additional charge to cover the credit card transaction fee.

AGES OF GUEST(S) / FALSE PRETENSES:

Guest(s) acknowledges and understands that rental is limited to mature adults of twenty-one (21) years of age or older. Guest(s) acknowledges and understands that since rental properties are limited to mature adults of twenty-one (21) years of age or older, there will be no vacationing students under the age of twenty-one (21) years of age without the supervision of adult renting Guest(s). Guest(s) agrees that violation of this provision constitutes a rental under False Pretenses and is in violation of the Agreement/Contract. Guest(s) will be asked to vacate premises immediately. NO REFUNDS OR REBATES will be offered.

ACTS OF GOD:

Guest(s) acknowledges and understands that Owner(s) are not responsible for including but not limited to; Acts of God, acts of government agencies, fire, strikes, war, road maintenance, heights of rivers, creeks, lakes, or ponds, and inclement weather. NO REFUND OR REBATES will be offered.

RIGHT OF ENTRY:

Guest(s) acknowledges and understands that Owner(s) reserves the right to enter property at anytime to investigate disturbances, check occupancy, check damages, make repairs, alterations, and improvements as Owner(s) deem necessary.

FISH CLEANING:

Guest(s) acknowledges and understands that all fish cleaning will be done outside the cabin. Further all fish parts will be disposed of as to not attract other animals.

Legally Binding/ Attorney fees/ Indemnification and Hold harmless Tenant agrees to abide by this agreement and understands that it is legally binding. All parties agree that in event of a dispute that the agreement will be interpreted in accordance with Texas law. Tenant shall be responsible for attorney fees and costs of owner and/or owner's agent incurred and arising out of any breach of this agreement by Tenant or Tenant's invitees. Tenant agrees to indemnify and hold harmless the owner, owner's agents, owner's employee's, owner's managers, and owner's agent's employees from and against any and all liability for any claim for personal injury, property damage, intangible damages, advertising injury, discrimination, or any other cause of action in tort, contract or equity arising out the acts or omissions of tenant or tenant's guests.

I have read and understand the rules and regulations. I certify that I am at least 21 years of age and that I will be held responsible for the care of the property being rented under my name. I accept full responsibility for the damage or extra cleaning charge assessed during or those discovered after departure from the above rental. I authorize these charges to be debited from my credit card or subtracted from my cash security deposit.

We are pleased to have you as our guest. We hope you will have an enjoyable and relaxing experience while

vacationing at Rio Bonito Cabin Resort.