

## SHORT TERM RENTAL AGREEMENT

This Short Term Rental Agreement (the "Agreement") is made by and between Five&Us, LLC ("Homeowner") and \_\_\_\_\_ ("Guest") as of the date last set forth on this Agreement. The parties hereby agree as follows pertaining to the residence in Gun Barrel City:

1. **Loss and Damages:** Renter is fully responsible for any loss or damage to any item included in the rental. Renter is responsible for full replacement value.
2. **Maximum Occupancy:** Minimum age to rent is 25. The maximum number of guests is limited to 8 persons. An additional fine of \$150 per person per night for additional guests will be collected. Rental party consists of Guest and... *Please list any additional people staying on the property here:*
3. **Term of the Lease:** The lease begins at 3 p.m. on \_\_\_\_\_ (the "Check-in Date") and ends at 11 a.m. on \_\_\_\_\_ (the "Checkout Date"). This property requires a 2 night minimum stay. Longer minimum stays may be required during holiday periods.
4. **Rental Rules:** Guest agrees to abide by the *Rental Rules attached* at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the following rules at all times while at the property.
5. **Access:** Guest shall allow Homeowner access to the property for purposes of repair and inspection if needed. Homeowner shall exercise this right of access in a reasonable manner.
6. **Rental Rate and Fees:** *Payment Schedule:* 50% + deposit due at the time of booking. Remaining balance due 14 days before check in. *Deposit:* \$350 refundable deposit due at booking. Deposit will be refunded within 15 days from checkout date provided no deductions are made due to damages, extra cleaning fees, or any other cost incurred due to Guest's stay.
7. **Cancellation Policy:** *If guest wishes to cancel his/her reservation the refund policy is as follows:*  
100% refund if you cancel at least 30 days before check-in.  
50% refund of full booking price if you cancel at least 14 days before check-in.  
No refund if you cancel less than 14 days before check-in.  
**\*All refund policies include pandemic and weather related incidents. There are no refunds for inclement weather or pandemics. We encourage you to purchase travel insurance.**  
[www.travelguard.com](http://www.travelguard.com) [www.allianztravelinsurance.com](http://www.allianztravelinsurance.com)
8. **Payment:** Zelle, Venmo, VISA and Square accepted. Processing fees apply for VISA and Square. If you wish to use a method other than those, please contact us. Credit card users understand and consent to the use of the credit card payments you provide in conjunction with this agreement. You also authorize Five & Us, LLC or ("Host") to charge your credit card for any damages or fees consistent with this agreement, and/or for the deposit, balance due, and any additional charges incurred during your stay. You understand this authorization cannot be revoked and will not terminate until 15 days after the property is vacated. By my signature below, I hereby give permission to charge my credit card. I agree to the cancellation policy above.
9. **Accidents:** The owners are not responsible for any accidents, injuries or illness that occur while on the premises. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.
10. **Kayaks, Bikes, Firepit:** Owners are not responsible for any accidents, injuries or illness that occur while using any items owned by owners (on or off the premises). Any loss or damages to kayaks, paddles, bikes, or firepit (including outdoor furniture) will be fully paid by renters at full replacement value. Life jackets are NOT provided. Please bring your own.

*By my signature below, I hereby give permission to charge my credit card, agree to all rental rules and agree to all terms of the rental agreement.*

[Signature and Date]: \_\_\_\_\_