

Thank you for reserving your vacation at Fins to the Left. We know you will have a terrific time at the beach. 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 (contact information is provided on the last page). **PLEASE NOTE - your reservation cannot be confirmed until we receive the signed Rental Agreement and payment of the security deposit, full rental fee and any optional service fees.**

Fins to the Left

VACATION RENTAL AGREEMENT

GUEST NAME		
GUEST ADDRESS (no P.O. Boxes)		
TELEPHONE NUMBERS	home	cell
	work	
E-MAIL ADDRESS		
RESERVED DATES	in	out
TOTAL NUMBER OF	adults	children (list ages)
LINEN SERVICE (Check One)	YES – How Many People?	NO – We’re Bringing our Own

1. **AGREEMENT** - Fins to the Left is a private vacation home owned by Bill and Lauren Coleman (Owners). (We are not a rental agency and do not manage multiple properties.) The Owners of Fins to the Left 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 8 persons. 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 28.
2. **SPECIAL OCCASIONS** - Fins to the Left is NOT available for rental to individuals or groups celebrating Spring Break (families welcome), Prom, large Family Reunions, Beach Party Weekend, Graduation or for parties of any kind. 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. At no time is the maximum number of 8 allowable guests to be exceeded.
3. **SECURITY DEPOSIT / PAYMENT OF RENTAL FEE** - A security/damage deposit of \$500.00 is required for weekend vacation rentals and \$800.00 for weekly and holiday vacation rentals. Long-term rentals (in excess of six nights) will require a larger deposit and be subject to additional terms and conditions. Payments may be made by cashier's check, money order or credit card (credit cards accepted for security deposit only) and should

be split into two transactions: one for the security deposit and one for the rental fee plus any optional service fees (i.e. linens). Cashier's checks or money orders should be made payable to Fins to the Left.

4. AUTHORIZATION FOR PAYMENT BY CREDIT CARD -

Signature _____

The signature above confirms Tenant's full understanding of the terms and conditions of this Rental Agreement and Tenant's intent to pay Owners the required security deposit by credit card using Tenant's (circle one) [Visa](#) / [MasterCard](#) / [Discover](#) / [American Express](#) credit card (List name, as it appears on card, account number and expiration below:)

Owner will send Tenant an invoice by email. Tenant fully understands that **failure to initiate the online credit card payment WITHIN 72 HOURS (three days) of the reservation request will result in cancellation of the reservation.** Tenant further understands and agrees that the credit card used for the security deposit may be additionally charged for any amounts in excess of the security deposit, if deemed necessary, to recover damages 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. As the home is a private vacation home, it has several locked closets and cabinets. Inspection will include locked owners' closets and cabinets. Should any damage have occurred during Tenant's stay, the entire security deposit would be withheld pending determination of monetary retribution for the damage. Any deposit monies in excess of damage cost will be returned to Tenant within 30 days of damage claim resolution. Should any theft or vandalism have occurred during Tenant's stay, the entire security deposit will be forfeited and Tenant could face criminal prosecution. **Tenant is expected to leave the property in the same clean condition in which it was found with the exception of normal use of the property.** For your convenience, Cleaning Service is included in the Rental Fee. Cleaning Service includes ONLY dusting, sweeping, mopping, vacuuming, cleaning and disinfection of restrooms and replacement of clean dishes in drawers and cabinets from dishwasher. **BEFORE DEPARTING THE PROPERTY, Tenant agrees to remove and deposit all household garbage in the neighborhood dumpsters, strip the beds and leave all used towels and bed linens in the laundry room and ensure all dishes have been washed. Leaving the home in an excessively dirty condition will result in retention of a portion of, or the entire, Security Deposit.** Satisfactory inspection of the property will result in total refund of the security/damage deposit no later than 30 days of departure date.
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. If damages are in excess of security deposit, Tenant agrees to reimburse Owners for all costs incurred to repair or replace the damaged item(s).
7. CANCELLATION / REFUND POLICY - Should Tenant need to cancel this reservation, cancellation must be provided, in writing, 30 days prior to date of arrival. If cancellation notice is provided 30 to 21 days prior to arrival date, a \$50 cancellation fee will apply. If cancellation notice is provided 21 to 14 days prior to arrival date, a \$100 cancellation fee will apply. If cancellation occurs 14 to 7 days prior to arrival date, a \$200 cancellation fee will apply. If cancellation occurs within 7 days of arrival date, a \$500 cancellation fee will apply. Cancellation fee will be deducted from Tenant's security deposit. Failure to arrive at all (no-show) or cancellations made after arrival will result in complete forfeiture of security deposit and rental fee. No "rain checks" are given under any circumstances.
8. STORMS / ACTS OF GOD - If a storm is imminent and local government issues a mandatory evacuation order, Owners will refund Tenant a prorated daily amount of the total rental for the days not used in Tenant's confirmed reservation. PLEASE NOTE: Refunds and/or prorations will not be made for voluntary evacuation or for cancellations requested due to inclement weather of any kind, acts of God, mosquitoes, beach or surf conditions, seaweed, poor fishing, power outages 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 (see Contact Information on page 4). Fins to the Left 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 3:00 p.m. Owners are happy to allow early check-ins and late checkouts if doing so does not disrupt the arrival or departure of another Guest. Please be sure to advise Owners in advance of your intent to arrive early or depart late. Early check-in may be allowed if property is

vacant on day of arrival. Keys are located in a lock box on property. The lock box code will not be issued if signed Rental Agreement, security deposit and rental fees have not been received. Checkout time is 11:00 a.m. Late check-out may be allowed if property will be vacant on day of checkout or if cleaning service does not need to gain entry to prepare property for next guest's arrival.

11. SMOKING / PETS - Fins to the Left 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 on deck (please ensure cigar/cigarette butts are properly extinguished and disposed of in fireproof receptacle - NEVER throw butts/matches in the yard). **Pets of any kind are not allowed**. **Violation of this policy could result in eviction without notice and complete forfeiture of security deposit and rental fee.**
12. TELEPHONE - Fins to the Left does not provide telephone service. Please bring a cellular phone with you or plan to use the public telephone at the Bright Lite Bait and Grocery or the San Luis Pass Fishing Pier. You will need a long distance calling card if calling long distance.
13. VIOLATIONS / DISTURBANCES - Tenants and all other occupants will be required to vacate the property immediately, with complete forfeiture of security deposit 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. **Treasure Island has 24-hour resident security patrol. The security officer has been given full authority to evict, without warning, anyone in violation of the above regulations, capacity regulations, or for any other violation deemed applicable by him.**
14. FIREWORKS, BONFIRES AND CAMPFIRES – Fireworks, bonfires and campfires (while allowed on the beach except in the case of burn bans) are strictly prohibited in the Treasure Island subdivision. Failure to cooperate in the case of such eviction will result in the contact of local law officials.
15. RECREATIONAL VEHICLES / BOATS - Recreational vehicles (RVs) are not allowed on property. There is a county RV park with hookups across the highway, adjacent to the bay side of the Treasure Island subdivision. Boats are allowed on property but should be stored only in designated parking areas. Please take care when backing trailers out of driveway. Please also use water wisely when rinsing boats.
16. FISHING - The cleaning of fish/crabs/oysters, etc. should be done OUTSIDE and DOWNSTAIRS only and on newspaper or trash bags. Scales, heads, fins, etc. should be returned to the Gulf. Do not leave scales or heads in yard or throw waste in dumpsters. Bloodied or soiled clothes or shoes should be removed before walking indoors. Shoes should be left outside and clothes removed in the kitchen and either placed in trash bags or laundered immediately. Do not throw soiled clothing on the floors. Bait should only be stored in Guest's coolers. DO NOT store bait in the home's refrigerator or freezer.
17. HOLD HARMLESS - Owners assume no 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. **THE LOFT IS CLOSED AND OFF LIMITS. NO ONE IS ALLOWED NEAR LOFT AREA AT ANY TIME.** Children should NEVER be allowed on deck without direct and constant adult supervision. NO ONE should sit on surface of picnic table, or lean against/sit on deck railings. Owners do not accept liability for any inconvenience arising from temporary defects or stoppage in water supply, gas, electricity, air conditioning 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 - Dress codes are extremely relaxed. Shorts and sandals are acceptable attire everywhere in San Luis Pass and surrounding areas. Dress codes in Galveston are also relaxed, but double-check if you are planning to visit a nightclub or exclusive restaurant. Bring your own beach towels, kitchen towels, soap, shampoo, toiletries, toilet tissue, paper towels, trash bags, cleaning supplies, aluminum foil, Ziploc bags, condiments, sunscreen, first aid, charcoal, lighter fluid, DVDs, videos and CDs, folding chairs and umbrellas for the beach, and insect repellent (PLEASE NOTE: As with all southern coastal areas, our beautiful bays, fields, protected coastal wetlands and vegetated sand dunes can also foster increased mosquito activity following rain showers or storms in the warmer months. [Click here for more information on mosquitoes.](#) **For your comfort**

and protection (if you are visiting from late Spring through early Fall), please ensure all members of your party apply insect repellent before arrival at the property. Fortunately, the steady coastal breezes make it extremely difficult for mosquitoes to reach the deck level of our house, and (with proper use of repellent when you are on ground level) they will have no chance of interfering with your vacation. Very seldom are mosquitoes encountered on our beaches, but you may want to pack repellent in your beach bag just in case!

20. WHAT IS PROVIDED - Fins to the Left is a fully furnished home with a fully equipped kitchen, televisions with DVD players, VCRs and satellite, stereo/CD, barbeque grill/smoker, deck furniture and vacuum cleaner. There is no free Wi-Fi in the area (sorry). Linens (sheets, pillowcases, blankets, bath towels, hand towels and washcloths) can be provided for an additional fee (charged per person).
21. ADDRESSES / CONTACT INFORMATION - A signed copy of this Agreement must be returned to Owners by email or snail mail. Security deposit and rental fee must also be received to confirm Tenant's reservation.

FINS TO THE LEFT
Bill and Lauren Coleman
19911 Sky Hollow, Katy, Texas 77450

TELEPHONE NUMBERS
Lauren's cell 832.967.7649 / Bill's cell 832.967.8188

FINS TO THE LEFT PHYSICAL ADDRESS
13227 Gulf Beach Drive, Freeport, Texas 77541 (*in Treasure Island, at San Luis Pass*)
e-mail - reservations@beachhousetexas.com
finstothelleftbeachhouse@gmail.com

KEYS
Lock Box on Property

I / WE, the undersigned party to this Rental Agreement, acknowledge that this rental is not a celebratory rental (Spring Break (excepting family rental), Prom, large Family Reunion, Beach Party Weekend, Graduation, etc.) as outlined in paragraph 2 above; that the property will at no time exceed the maximum number of guests allowable (8) and HAVE READ, FULLY UNDERSTAND AND ACCEPT **ALL TERMS AND CONDITIONS** AS OUTLINED IN THIS AGREEMENT. PLEASE SCAN AND EMAIL SIGNED AGREEMENT TO RESERVATIONS@BEACHHOUSETEXAS.COM.

TENANT SIGNATURE

DATE

Enjoy Your Vacation!