

Thank you for reserving your vacation at Hanna Cabanna. 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, fax or mail (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 and full rental fee plus any optional service fees by check, credit card, PayPal or cash. Do not hesitate to e-mail or call us with any questions.***

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### VACATION RENTAL AGREEMENT

GUEST NAME:

GUEST ADDRESS:  
(no P.O. Boxes)

TELEPHONE NUMBERS:  
Home:  
Cell:  
Work:

E-MAIL ADDRESS:

RESERVED DATES:

TOTAL RESERVATION AMOUNT PAYING:

NUMBER of Adults / Children (list ages):

NUMBER of Pets:

Credit Card Information:  
(to be used only if any damages occur that exceed the security deposit amount)

Card Number \_\_\_\_\_ Exp Date \_\_\_\_\_

1. AGREEMENT – Hanna Cabanna is a private vacation home owned by Brian Dunigan. (We are not a rental agency and do not manage multiple properties.) The Owner, Brian Dunigan, 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 14 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 25.

2. SPECIAL OCCASIONS – Hanna Cabanna is NOT available for rental to individuals or groups celebrating Spring Break (families welcome), Prom, large Family Reunions, Beach Party Weekend, and 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 14 allowable guests to be exceeded.

3. DAMAGE/RESERVATION DEPOSIT- A damage/reservation deposit of \$500 is required. This must be received within seven (7) days of requesting the reservation or the dates cannot be held. A credit card must be submitted in case damage to home exceeds the \$500.00 required deposit. The deposit automatically converts to a security/damage deposit upon arrival. The deposit is NOT applied toward rent; however, it is fully refundable within (7) days of departure, provided the following provisions are met:

- a. No damage is done to house or its contents.
- b. No charges are incurred due to contraband, pets or collection of rents or services rendered during the stay.
- c. Prior to departure:
  - i. All debris, rubbish and discards are placed in outside trash can provided. Trash can is placed at end of driveway on Sunday evenings for Monday pick-up and Wednesday evenings for Thursday pick-up.
  - ii. Soiled dishes are placed in the dishwasher and the dishwasher started. Note pots & pans are not to be placed in dishwasher.
  - iii. Used towels are placed in the laundry room. Note: Washing of towels is not required but appreciated. However, whatever loads are started need to be dried prior to departure.
  - iv. Reset thermostat to 80 degrees in summer or turn to “off” position in fall/winter/spring.
  - v. Close all blinds.
  - vi. Turn off all ceiling fans and inside and outside lights.
  - vii. Unit is left locked and all keys are left where they were found on-site.
  - viii. All outdoor items (e.g., grill, chairs, beach toys, etc) are returned to outside storage area.
  - ix. No linens, utensils, appliances or any other owner’s property are lost or damaged.
  - x. The renter is not evicted by the owner or the local law enforcement.
  - x. The renter has not had more than the agreed upon maximum number of (14) people.

4. 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 a locked closet. Inspection will include locked Owners closet. Should any damage have occurred during Tenant's stay, the entire security deposit would be withheld pending determination of monetary retribution for the damages or missing items. Any deposit monies in excess of damage or missing item cost will be returned to Tenant within 7 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 good condition with the exception of normal use of the property. For your convenience, Cleaning Service is included in the Rental Fee. Cleaning Service includes washing and folding of towels and bed linens, dusting, sweeping, mopping, cleaning and disinfecting 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 provided garbage cans below the house and place the cans at the curb, leave all used towels in the laundry room and ensure all dishes have been placed in the dishwasher and that the dishwasher be started. Tenant agrees to take all belongings and dispose of any unused food out of refrigerator. 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 7 days of departure date.

5. 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).

6. CANCELLATIONS -A sixty (60) day notice is required for cancellation. Cancellations that are made more than sixty (60) days prior to the arrival date will incur no penalty. Cancellations or changes that result in a shortened stay, that are made within 60 days of the arrival date, forfeit the full advance payment and damage/reservation deposit. Cancellation or early departure does not warrant any refund of rent or deposit.

7. PAYMENT – An advance payment equal to 50% of the total rental rate is required to confirm the reservation. The advance payment will be applied toward the room rent. Please make payments in the form of cashier check, personal check payable to **Rebecca Dunigan** or credit card. The advance payment is not a damage deposit. The BALANCE OF RENT is due thirty (30) days before your arrival date. A 5% charge will be added to all credit card/debit payments.

8. 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.

9. 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 will be ready for pickup at or near property location (Owners will advise location of pickup). Keys will not be issued if signed Rental Agreement, security deposit and rental fees have not been received. Checkout time is 12:00 p.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.

10. SMOKING / PETS – Hanna Cabanna 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 outside (please Ensure cigar/cigarette butts are properly extinguished and disposed of in fireproof receptacle - NEVER throw butts/matches in the yard) or \$100.00 will be deducted from your Security Deposit. Under City ordinance, No grilling or fires of any kind are permitted on the decks and balconies. Pets of any kind are not allowed, unless special agreements have been made and the additional fees are received prior to check in. There is a \$75.00 non-refundable pet rent/fee. Violation of this policy could result in eviction without notice and complete forfeiture of security deposit and rental fee.

11. MAXIMUM OCCUPANCY- The maximum number of overnight guests is limited to fourteen (14) persons. Rental rates are based on a maximum of 14 persons. Evidence of more than number of agreed upon persons in the confirmation note will result in forfeit of deposit. Approval for day guests needs to occur when making reservation.

12. TRASH PICK-UP IS ON MONDAYS AND THURSDAYS. Renters departing on Sunday should place all trash in the trash bin that is under the house and place the trash bin at the end of the driveway near the street. Renters in the house on a Monday should place the trash bin at end of drive by 7 am Monday morning and replace the bin under the house when emptied.

13. USE OF WASHER/DRYER. Be sure to clean lint filter on top of dryer between each load. Wash colors and whites separately.

14. USE OF FIREPLACE For safety reasons, the use of the fireplace is prohibited. Please do not burn anything in the fireplace. This will result in a forfeiture of \$100 of the security deposit.

15. USE OF GRILL. Please only use charcoal or acceptable grill wood chips. Evidence of use of firewood in the grill will result in a forfeiture of \$100 of the security deposit.

16. SAFETY FEATURES. This house is multi-level with two exit door and two stairways that lead to the ground level for entry/exit. There are smoke detectors located in every bedroom and in the hallway, and they are tested frequently. Should you hear one chirping, please notify us immediately to replace the battery. There is a fire extinguisher located next to the refrigerator.

17. TELEPHONE –Hanna Cabanna is equipped with a landline phone for local calls only. Hanna Cabanna also offers wireless internet.

18. 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.

19. RECREATIONAL VEHICLES / BOATS - Recreational vehicles (RVs) are not allowed on property. Boats are allowed to be kept on the property. Please take care when backing trailers in and out of driveway. Please also use water wisely when rinsing boats.

20. 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 in yard or throw waste in trash cans. Bloodied or soiled clothes or shoes should be removed before walking on the wood floors. 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. All sand should be left on the beach or downstairs. There is a shower under the house, please rinse off before coming up stairs. Leave dirty, sandy or wet shoes, towels, clothes etc. outside on the deck until they can be brought directly to the washing machine.

21. 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 outside deck and stairs can be slippery when wet, especially when guest are wearing slick shoes such as flip-flops. EXTREME CAUTION should be used when climbing stairs and walking on the deck. EXTREME CAUTION should be used when children are climbing stairs outside, and also using the bunk beds. Children should NEVER be allowed on the deck or stairs without direct and constant adult supervision. NO ONE should sit on the surface of picnic table or deck railings. 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.

22. 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.

23. WHAT TO BRING - Dress codes are extremely relaxed. Shorts and sandals are acceptable attire everywhere in Crystal Beach. 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, soap, shampoo,

toiletries, sunscreen, first aid, charcoal, lighter fluid, folding chairs and umbrellas for the beach and insect repellent

24. WHAT IS PROVIDED- Hanna Cabanna is a fully furnished home with a fully equipped kitchen, iron, blow dryers, televisions with DVD player and HD cable television, wireless internet, stereo/IPOD connection, barbecue grill, deck furniture and linens (sheets, pillowcases, blankets, bath towels, hand towels and washcloths) are also provided.

25. WRITTEN EXCEPTIONS – Any exceptions to the above mentioned policies must be approved in writing in advance.

26. HURRICANE OR STORM POLICY –No refunds will be given, we highly recommend you purchase travel insurance.

27. TRAVEL INSURANCE: If you wish to purchase travel insurance, go to [www.InsureMyTrip.com](http://www.InsureMyTrip.com) for details and to purchase.

28. ADDRESSES / CONTACT INFORMATION - A signed copy of this Agreement must be returned to Owners by email, fax or mail. Security deposit and rental fee must also be received to confirm Tenant's reservation.

Contact Information:

I / WE, the undersigned party to this Rental Agreement, acknowledge that this rental is not a celebratory rental (Spring Break (except 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 (14) and I/WE HAVE READ, FULLY UNDERSTAND AND ACCEPT ALL TERMS AND CONDITIONS AS OUTLINED IN THIS AGREEMENT. I agree that all rental monies are non-refundable per cancellation policy above. I have read my rights to purchase travel insurance.

PLEASE RETURN SIGNED AGREEMENT VIA EMAIL, FAX or REGULAR MAIL

TENANT SIGNATURE: \_\_\_\_\_

Printed Name: \_\_\_\_\_

DATE: \_\_\_\_\_

Enjoy Your Vacation!