



Blue Wave Vacation Rentals
PO BOX #2283
Crystal Beach, TEXAS 77650

Blue Water Escape
843 O'Neal Rd
Crystal Beach, TX 77650

GUEST'S FULL NAME
GUEST'S EMAIL
GUEST'S PHONE NUMBER
GUEST'S ADDRESS

Booking ID: #0123456789
Arrival: Date & Time
Departure: Date & Time
#of nights

Rental Conditions for Blue Water Escape

VACATION RENTAL AGREEMENT

This Vacation Rental Agreement including the Rental Policies ("Agreement") is for rental of the vacation rental property specified in a confirmed reservation (the "Property"). This Agreement is between: (1) Blue Wave Vacation Rentals, LLC. ("Blue Wave Vacation Rentals, LLC.," "we," or "us"), acting for itself and for the owner of the Property ("Owner"), and (2) the person who is the responsible renter of the Property (collectively "Renter" or "you"). When executing this Agreement you are entering a legally enforceable contract which establishes the Renters obligations for which you can be sued for enforcement.

By booking your rental of the Property with Blue Wave Vacation Rentals, LLC., you acknowledge that you have read and understand, and agree to be bound by, all terms, conditions, and policies in this Agreement, including any Unit-Specific Terms (collectively, the "Terms").

Unit-Specific Terms. Certain jurisdictions, resorts, and specific homes require renters to agree to additional terms and conditions ("Unit-Specific Terms"). We will inform you during the reservation process of any Unit-Specific Terms that apply to rental of the Property. If any provision of Unit-Specific Terms differs from the Terms in this Agreement, the provision of the Unit-Specific Terms will control.

Third Party Channel Terms. If you are booking through a third-party marketing channel, your booking may be subject to that channel's own terms and conditions ("Channel Terms"). If any provision of applicable Channel Terms differs from the Terms in this Agreement, the provision of the Channel Terms will control.

Payment

When paying by credit card you represent that you are the account holder or an authorized user of the account. If for any reason, Blue Wave Vacation Rentals, LLC. believes your payment may be refused by the card processor, Blue Wave Vacation Rentals, LLC. may ask you for an alternative form of payment. Upon Blue Wave Vacation Rentals, LLC.'s request, you will immediately provide another form of payment and adequate proof that you are the account holder or an authorized user of the account used for payment (such as a government-issued ID that matches the name on the account). Blue Wave Vacation Rentals, LLC. may cancel your reservation or remove you and all Occupants from the Property immediately if you fail to provide a form of payment that can be validated by Blue Wave Vacation Rentals, LLC. We may share your credit card information and other information about you with law enforcement if we suspect fraud.

RENTAL POLICIES

A. MAXIMUM OCCUPANCY

The Maximum Occupancy for this home/property (BLUE WATER ESCAPE @ 851 O'NEAL RD, CRYSTAL BEACH, TX 77650) is limited to TEN (10) people which includes all family members, children, and visiting guests ("Occupants"). There should never be more than this amount of people on the property at any given time during the rental (including the grounds). This has nothing to do with how many are staying/sleeping in the home.

The number of people present on the Property may not exceed the Maximum Occupancy at any given time unless Blue Wave Vacation Rentals, LLC. have given you advance written permission to hold an event at the Property, in which case the number of people present at the Property may not exceed the maximum number of people authorized by Blue Wave Vacation Rentals, LLC. Bookings of other homes by Blue Wave Vacation Rentals, LLC. does not adjust this limit. Bookings found to be over this limit is considered "intent to defraud" and will result in immediate termination of the booking and loss of all funds (including security deposit).

B. MAXIMUM VEHICLE LIMIT

Maximum Vehicle limit at any given time on the property is FOUR [4]. Trailers, Golf Carts, Side-by-sides each count as a vehicle. Tents, Campers, large trailers as well as cargo trailers are not permitted.

C. MINIMUM AGE

The "Minimum Age" to rent the Property is the age specified in any Unit-Specific Terms. If no age is specified in the Unit-Specific Terms, the Minimum Age is 25 years of age (or the minimum age required by law in the jurisdiction where the Property is located, if different). You agree to provide us with proof of age upon request. A parent or legal guardian must accompany all guests who are under the Minimum Age for the entire duration of the rental. Renter is responsible for all Occupants present at the Property at any time during their stay, and to ensure that all Occupants understand and comply with the Terms.

D. GOOD NEIGHBOR POLICY

Because the Property is a privately owned home, all occupants must comply with this good neighbor policy. Please treat the Property with the same care you would use with your own residence and leave it in the same condition it was in when you arrived. To prevent theft or damage to furnishings or your personal property, you agree to close and lock doors and windows when you are not present at the property and upon check-out. You and other occupants agree to conduct yourselves throughout your stay in a manner that is respectful of and not disruptive to neighbors, trespassing on neighbor's property, traffic flow, or the community and that will not prompt complaints to Blue Wave Vacation Rentals, LLC. from police, neighbors, or neighborhood or homeowner associations. Noise or high audible levels outdoors from the home is prohibited between 10 p.m. and 8 a.m. You and other occupants agree to abide by all applicable parking restrictions and maximum occupancy limitations within this neighborhood.

E. RESPONSIBLE RENTER

As the Renter, you agree to be an occupant of the Property for the entire duration of the rental. All other occupants will be family members, friends, and other responsible adults over the Minimum Age, or minors accompanied by a parent or legal guardian. You agree to be solely responsible for your actions and the actions of all Occupants.

F. KITCHEN USE

You agree that use of the kitchen requires that all kitchen items used are properly cleaned prior to your checking out. The cleaning fee does not apply to cleaning kitchen items (such as dishes, pots, pans, cooking and dining utensils). Dish soap as well as scrub brushes and automatic dishwasher is provided in the home. Do not overload the dishwasher as it will prevent it from properly working. Please ensure that adequate time is allotted to perform this requirement prior to checking out. Items left dirty will result in a charge to the security deposit of \$75 per full or partial load that will fit in the dishwasher.

G. NO SMOKING OR VAPING

No smoking or vaping is permitted upstairs (including porches, decks or outdoor areas) at any time. Smoking is permitted downstairs only. Cigarette butts, cigars, used vape pens and ashes need to be extinguished and disposed of properly. Do not put out cigarettes or cigars on any home structure/outdoor furnishings.

H. NO PERMANENT RESIDENCE

You agree that your use of the Property is on a temporary and transient basis only; that you may not use the Property as a permanent residence; and that your permanent residence is and will remain elsewhere than at the Property.

I. ANIMALS

No animals or pets of any kind are permitted at the Property except (1) as specifically authorized in your reservation, or (2) bona fide service animals that we are required by law to allow. Emotional support animals are NOT permitted except as authorized pets. You agree that a prohibition on animals is not a guarantee that an animal has not been inside the Property or that the Property is free of animal or pet allergens.

J. EVENTS AND COMMERCIAL PHOTOGRAPHY

Events and commercial photography or filming are prohibited at the Property without Owners express written permission. (If approved, additional conditions and fees may apply.)

K. STRUCTURES AND GRILLING

No tents or other structures may be erected on the property without Owners express written permission. The use of any charcoal/gas grills is not permitted upstairs or within 6' of the home.

L. CRIMINAL ACTIVITY PROHIBITED

Use of the Property for any criminal activity is prohibited and may result in fines, prosecution, and/or your immediate removal from the Property. This prohibition extends to use of the Property's internet service, if any, for criminal activity, including but not limited to unlawful downloads of copyrighted material, including movies, music, software, or other material. We may cooperate with any investigation of alleged criminal activity that occurred at the Property during your stay. If any unauthorized download of copyrighted material via the Property's Internet service occurs during the period of your stay, you agree that we may share your contact information with the internet service provider or any other party we believe, for any reason, has enforcement rights.

M. BREACH OF THIS AGREEMENT

Failure by you or any of your Occupants to comply with any of the terms, conditions, or policies of this Agreement will be considered a breach of this Agreement and may without notice result in an immediate forfeiture of your rights to rent or remain in the Property, up to and including immediate removal from the Property without refund and with or without the assistance of law enforcement.

If Blue Wave Vacation Rentals, LLC. or Owner terminate this Agreement for breach, and notify you of such termination you agree to leave the Property immediately. In addition, you are responsible for, and you authorize us to bill your credit card on file for the full amount of: (1) any damage or loss that occurs at the Property during your stay; (2) a charge of up to \$1,000 USD for violations of the pet policy, including for bringing more pets or different types of pets than specifically authorized; (3) an additional cleaning fee of up to \$500 USD (or the actual cost of cleaning services, if greater) for violations of any of the guest policies above (other than the pet policy) or for excessive cleaning required by the acts or omissions of any Occupant during your stay; and (4) any fines issued by police, other government officials or agencies, utility providers, and/or homeowner associations for violation of any law, ordinance, or rule during your stay, and any damages (which may exceed the amount of fines) that result from the violation.

N. CANCELLATION POLICY

No Shows; Travel Insurance. Rental payments are fully refundable (less the amount of Blue Wave Vacation Rentals, LLC.'s booking fee, which is earned on receipt and becomes nonrefundable 24 hours after booking) for cancellations received 30 or more days before the first night of your reservation. No full or partial refunds will be granted for no-shows or if you cancel less than 30 days before the first night of your reservation, arrive after the first night of your reservation, or depart before the last night of your reservation, unless you purchased Trip Protection at least 30 days before the first night of your reservation (or within 24 hours if reservation is made less than 30 days in advance of stay) and cancel for a covered reason. Except as expressly provided in this Agreement, no refunds or compensation will be given and Blue Wave Vacation Rentals, LLC. shall not be liable to you for failure to make the property available for occupancy if the property is unavailable or becomes partially or wholly unusable for any reason outside Blue Wave Vacation Rentals, LLC.'s control, including but not limited to adverse weather conditions, natural disasters, mechanical failures, evacuation orders or other acts of government agencies, or utility outages. Blue Wave Vacation Rentals, LLC. advises guests to obtain appropriate and comprehensive travel insurance that covers Renter and all Occupants and that includes coverage for personal injury and property damage or loss. Any travel insurance you obtain shall be primary for all occurrences in which you or any Occupant claims injury, loss or damage.

O. TRIP PROTECTION

Trip Protection is a cancellation fee waiver that applies if you cancel your reservation for a covered reason. If you purchase Trip Protection, you will receive a full refund for any nights of your reservation cancelled due to the documented death or serious illness of any guest or immediate family member, flight delays or cancellations, or access closures due to natural disasters or inclement weather. Trip Protection is not insurance and does not replace travel insurance.

P. EARLY CHECK-IN/LATE CHECK-OUT

Early check-in or late check-out may be available; additional charges may apply. If you do not vacate by check-out time (or late check-out time as agreed by Blue Wave Vacation Rentals, LLC.), you authorize us to bill your credit card on file for a late departure fee of up to one night's rental and we may remove all Occupants and their personal property from the Property.

Q. MAINTENANCE OR HOUSEKEEPING ISSUES

Property Conditions. The Property is provided as is, and although it is our intention to have all amenities in working order we are not responsible for the inoperability or unavailability of any amenities. You agree to contact Blue Wave Vacation Rentals, LLC., using the contact information provided in your confirmation email, as soon as you notice any maintenance or housekeeping problem, or any potentially hazardous condition, at the Property, or if any incident occurs at the Property that is related to such a problem or condition. You further agree to give Blue Wave Vacation Rentals, LLC. a reasonable amount of time to respond to your report and to cooperate with Blue Wave Vacation Rentals, LLC.'s efforts to address the concern or provide a remedy. We will take reasonable and appropriate steps to remedy any reported problem as soon as practicable. We may enter the Property to remedy any problem you report, at reasonable times and with reasonable notice to inspect, maintain, or repair the Property. We may enter the Property immediately and without notice to address any situation that we reasonably deem an emergency that threatens persons or property. You acknowledge that if the Property has

access to amenities that are shared with other properties, such as a shared pool, hot tub, parking lot, or fitness center, the availability and condition of those amenities is outside Blue Wave Vacation Rentals, LLC.'s control.

R. CHOICE OF LAW

Jurisdiction and Venue; Dispute Resolution.

R.1. Choice of Law. Unless otherwise specified in any Unit-Specific Terms or if a different choice of law is required by the law of the jurisdiction in which the Property is located:

R.2. Dispute Resolution and Arbitration Agreement: United States. If (a) your claim relates in any way to a reservation for or stay at a Property located in the United States, or (b) you bring any other claim against Blue Wave Vacation Rentals, LLC. in the United States (to the extent permitted by this Agreement), then you agree to resolve any dispute arising out of or relating in any way to this Agreement as follows:

a. Agreement to Arbitrate. You and Blue Wave Vacation Rentals, LLC. mutually agree that any dispute, claim or controversy arising out of or relating in any way to this Agreement will be settled by binding arbitration rather than in court, such arbitration will be conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules, or such other AAA arbitration rules that the AAA decides to be applicable to a specific dispute, that are in effect as of the time of service of an arbitration demand. Payment of filing, administration and arbitrator fees will be governed by the AAA's rules. To begin an arbitration, a party must send a letter to the other party requesting arbitration and describing the claim. If Blue Wave Vacation Rentals, LLC. requests arbitration, it will send the letter to your most recent email or physical address in Blue Wave Vacation Rentals, LLC.'s records. If you request arbitration, you must send the letter to Blue Wave Vacation Rentals, LLC.'s registered agent in the state in which the Property you reserved or stayed at is located, or if the dispute does not involve a reservation for or stay at a specific property, to Blue Wave Vacation Rentals, LLC.'s registered agent in the state of Texas.

b. Place of Arbitration. The arbitration shall take place in the county in which the Property is located, or in Houston Texas, if the dispute does not involve a reservation for or stay at a specific property, or in such other location as you and Blue Wave Vacation Rentals, LLC. may mutually agree.

c. Exceptions to Arbitration Requirement. As the only exceptions to the agreement to submit all disputes to binding arbitration as provided herein, Blue Wave Vacation Rentals, LLC. and Renter both retain the right to pursue: (1) in small claims court in the county in which the Property is located (or if the dispute does not involve a reservation for a specific property, the small claims court for Montgomery County, Texas), any claim that is within that court's jurisdiction, and the parties consent to the personal jurisdiction and venue of such court; and (2) a suit in any court with jurisdiction to enjoin (whether by temporary, preliminary, or permanent injunctive relief) infringement or other misuse of intellectual property rights.

R.3. Class Action and Jury Trial Waiver. The parties agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, the parties waive any right to a jury trial.

S. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO CASE SHALL THE OWNER OF THE PROPERTY OR BLUE WAVE VACATION RENTALS, LLC., NOR THEIR AFFILIATES, RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR OWNERS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY, EMOTIONAL DISTRESS, OR DAMAGE TO PROPERTY, ARISING OUT OF OR IN CONNECTION WITH YOUR STAY AT THE PROPERTY. THIS LIMITATION APPLIES TO ALL CLAIMS FOR DAMAGES WHETHER BASED ON A THEORY OF WARRANTY, CONTRACT, TORT (INCLUDING ORDINARY NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF BLUE WAVE VACATION RENTALS, LLC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND EVEN IF THE LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

T. INDEMNITY

You agree to hold harmless and indemnify Blue Wave Vacation Rentals, LLC. and Owner, and their respective affiliates, for and from all claims for property damage, personal injury, or monetary loss resulting from your actions or omissions, and the actions or omissions of other Occupants, during or relating to your stay.

U. SUBSTITUTION OF PROPERTY

On rare occasions, due to ownership changes, properties being removed from rental use, or a need for extensive repairs or maintenance, the Property may not be available for rental on the dates of your reservation. In this unlikely event, Blue Wave Vacation Rentals, LLC. reserves the right to substitute a comparable property. If comparable accommodations are not available, you will have the option of (1) selecting from other available properties (in which case you are responsible for, or will receive the benefit of, any difference in cost) or (2) receiving a complete refund of your reservation payment. In the event of a substitution of rental properties, all Terms in this Agreement, plus any Unit-Specific Terms specific to the substituted property, shall apply to your stay in the substituted property.

V. ASSIGNMENT

Blue Wave Vacation Rentals, LLC. may assign this Agreement or any of its rights, or delegate any of its duties under this Agreement, at any time without your consent.

W. GOVERNING LAW

This agreement shall be governed under the laws of the State of Texas.