

BAILEY'S CRYSTAL BAY on POSSUM KINGDOM

Cabin Rental Agreement (to be signed at check in)

This agreement, made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 200\_, by and between Bailey's Crystal Bay on Possum Kingdom, hereinafter referred to as "Lessor" and \_\_\_\_\_, Lessee, in consideration of the covenants and agreements to be kept and performed, does hereby lease to the Lessee Cabin # \_\_\_\_\_, identified and located at 9087 Stephens CR 300, Graham, Texas on Possum Kingdom Lake, subject to the terms and conditions set forth herein below.

- 1. The Lessee agrees to pay as rent for the said premises the sum of \$\_\_\_\_\_ plus applicable taxes payable by cash or credit card. A reservation deposit in the sum of 50% of total stay is required. Deposit, less \$25 per cabin processing fee, is refundable if reservation is canceled 14 days prior to a holiday weekend or seven (7) days prior to all other times. NO REFUNDS FOR EARLY CHECK-OUTS.
2. The term shall commence on \_\_\_\_\_ at 3:00 p.m. and shall end on \_\_\_\_\_ at 11:00 a.m. Lessee agrees not arrive early, unless approved in advance, as this will only delay the cleaning of the cabin and check-in time. Additional fees may apply to early check-in or late check-outs.
3. Lessee accepts the above premises and furnishings in working order and good condition and agrees to maintain same in such working order and good condition as long as Lessee shall occupy the premises, and to return the premises to the Lessor at the termination of residency in as good order and condition, reasonable wear and tear excepted. Lessee will be responsible for payment to Lessor for all damages of any type and will replace and restore all glass broken or damaged and replace all lost keys.
4. No activity will be carried on in the above premises which will disturb occupants or other neighbors and Lessee will not allow any nuisance to occur or exist. Good housekeeping habits should be exercised. No accumulation of garbage or refuse inside or outside the premises will be permitted. All trash must be bagged and put in an outside trash container.
5. No smoking in the cabins or on the docks at any time. Smoking in cabins will result in a \$200 cleaning fee. All cigarettes/butts must be disposed of properly and not thrown on the grounds or in the water.
6. Lessor shall have free access at reasonable times to the premises in order to inspect, examine and exhibit the same or make needed repairs.
7. No pets or animals of any kind, whatsoever, shall be kept, allowed or permitted in the cabins. Any evidence of such will result in a \$200 fee, loss of remaining nights, and NO refund.
8. Lessee may fish from marina docks but must abide by all marina rules and regulations. All children aged ten (10) and under must be accompanied by an adult and wear a life jacket when on the docks and marina walkway to the docks. No refueling of boats or PWC from portable containers are allowed per insurance and fire safety rules.
9. Lessee will deposit with the Lessor simultaneously herewith a security and damage/cleaning deposit of \$100 to guarantee occupancy of the premises and performance by the Lessee of all conditions and obligations in this agreement. After inspection by Lessor to insure compliance with the terms hereof, refund will be made to your card within 24 hours. Cabin must be cleaned to same or better condition than upon check-in or \$100 minimum fee will be charged. See cabin Rules and Regulations for cleaning requirements.
10. Lessee's liability for damages to the premises or furnishings shall not be limited to the amount of said deposit, but said liability shall include full payment for restoration or repair or damaged premises or furnishings.
11. The above premises shall not be sub-rented or sub-leased or sub-loaned; nor shall this rental agreement be assigned to anyone without prior written consent of the Lessor. Occupancy of the above premises and use of the furnishings therein shall be limited to the person whose name appears on this agreement as Lessee, and the Lessee's guest and invitees, which shall be a maximum of \_\_\_\_\_.
12. Lessee accepts that the cabins are in a rustic, wilderness setting. Lessees are likely to come in contact with native plants and wildlife. It is expressly agreed by and between the parties that Lessor is exempted and held harmless from any and all liability, and any damage to or injury to any person or property caused by or resulting from fire, steam, electricity, water, rain, ice, snow, or leak from or flow from, or into, any part of said property or building, or from any damage or injury resulting or arising from any other cause happening whatsoever, including any negligent acts by person, including the Lessor, and the Lessee shall be solely responsible for and hold the Lessor harmless from any and all claims whatsoever, it being understood by and between the parties that this clause is material to the making of this agreement, and is a significant part of consideration relative to the amount of rent paid by lessee. This obligation of the Lessee shall further apply to all of Lessee's guests, invitees, business associates, and all other persons present or permitted on subject property under the direction or permission of the Lessee.
13. Lessee shall be solely responsible for any thefts, acts of vandalism, or other damage or loss of personal property which may occur during the course of this agreement, whether said damage or loss be the property of Lessee or of the Lessee's guests, associates, invitees, or any other person or persons.
14. The names and address of the parties to this Agreement are as follows:
Bailey's Crystal Bay on Possum Kingdom Lake 940-549-1871
Name: \_\_\_\_\_
Address: \_\_\_\_\_
City/State/Zip: \_\_\_\_\_
Email: \_\_\_\_\_
Phone: \_\_\_\_\_
15. This lease incorporates and embodies the entire agreement between the parties, and no oral modification hereto shall be recognized as binding, regardless of the conduct of the parties, unless reduced to writing and signed by both parties. IN WITNESS WHEREOF, the parties have agreed to and have accepted the foregoing on the date first above written.

Manager

Lessor
Bailey's Crystal Bay on Possum Kingdom Lake

Lessee