



VACATION RENTAL AGREEMENT

“RIVER DAZE”

2303 False River Dr., Apt. 1

New Roads, LA 70760

This contract is a legal agreement made by and between:

River Homes LLC, represented herein by Thomas Schumacher (“Homeowners”/ “Owner”/ “Landlord”/ “Property Manager”), located at PO Box 110, Oscar, LA 70762 and the below provided responsible person, **Renters** (“Tenants”/ “Guests”), for temporary use of the property as a vacation rental.

As provided below:

1. This contract is entered into as of the date the reservation is made (by Renters) and when the reservation is screened and accepted (by Homeowner).
2. Homeowner will notify renters via email when their reservation is accepted.
3. Homeowner reserves the right to refuse service to anyone.

General Information:

I. Payment Policy

- a. 100% at the time of booking.
- b. By the start date of reservation
 1. All payments must be paid in full
 2. The contract must be signed
 3. A copy of renters’ photo identification/ license must be



provided

- c. There are no refunds unless specified in this contract
- II. Check in Date & Departure Time
 - a. Check in: 4 p.m. on ___/___/_____
 - b. Check out: 11 a.m. on ___/___/_____
- III. Cleaning & Linen Service Policy
 - a. Provided: pillows, linens, blankets, bath & kitchen towels, comforters, wash cloths
 - b. A cleaning service charge is included in the invoice
 - c. Guests are responsible for bringing their own paper goods, toiletries, laundry detergent, etc.

Rental Agreement:

We, the Renters (“Tenants”/ “Guests”) agree to the following:

- I. Payment Due:
 - a. All rental monies are due & payable according to the payment schedule disclosed under "Payment Policy" above on reservation acceptance.
- II. Cancellation or Early Departure:
 - a. There are NO refunds for cancellation or early departures as provided herein.
 - b. Travelers who cancel at least 60 days before check-in will get back 100% of the amount they've paid.
 - c. If they cancel after that point, no refund will be issued.
 - d. Owner offers a “Cancel for Any Reason” policy or Guest may obtain similar coverage through a third party.
 - e. Guest assumes risk.
- III. Condition of Property:
 - a. Owners have, to the best of their ability, given an accurate description of the property and its condition.
 - b. Guest understands that it is considered as reserved "sight unseen".
 - c. Cleaning staff will have cleaned it before your arrival.
 - d. All electrical, plumbing, and appliances should be in working



order.

- e. The failures of operation of certain extra amenities, such as large screen TV, cable, games, or the Internet and WiFi service are not a basis for any refund.
- f. Owner will make every effort to have these items repaired but does not guarantee that they will be repaired during Guests occupancy.
- g. When you arrive, if you find that the house has not been cleaned to normal standards, please notify the Owner immediately.
- h. We will do our best to have tradesmen attend to the problems but may not be able to fix everything over holidays and weekends.
- i. Under no circumstances will any of the rental money be refunded or returned because of the condition of the house.
- j. The Guest agrees to hold the Owner harmless from any liability for the condition of the house.
- k. Use at your own risk.

IV. Cleaning and Repairs:

- a. All homes have cleaning included in the total rent.
- b. Please note that cleaning does not include dishes, cooking utensils, or BBQ's.
- c. If additional cleaning is required after Guest leaves, it will be charged to the credit card on file or through the channel the Guest booked through.
- d. Guest agrees to keep house furniture and furnishings in good order and walks and patios swept and clean and free of debris.
- e. Removing, adding, or changing furniture without Owner's written approval shall be deemed a material breach of this Rental Agreement and is strictly prohibited.
- f. Guest is responsible for the cost of replacement of any damage to furniture or premises and replacement of missing items.

V. Entry of Premises:

- a. Owner or Owner's representative may enter the premises



during reasonable daylight hours without securing prior permission from Guest. Owner will make every effort to provide Guest notice of such entry immediately prior (if possible) and immediately thereafter.

- b. For inventory and maintenance purposes, a property management employee of the Owner may need to enter the premises (same permission procedure applies as above)
- c. In any emergency, Owner or Owner's servicing agents may enter the premises at any time without permission of Guest for the purposes of making repairs to alleviate such emergency.
- d. If Guest abandons or vacates premises, Owner may, at his option, terminate this agreement, reenter the premises and remove all Guest's property.

VI. Use of Extras:

- a. Renters will furnish their own beach towels. However, the owner makes available extra towels and linens to handle unusual circumstances or needs
- b. Any unused beds will be left as found.
- c. Leave used beds unmade and used towels on the bathroom floor or laundry room.

VII. Assumption of Risk:

- a. No lifeguard may be on duty. Accordingly, persons using the lake do so at their own risk and the owner assume no responsibility for accident or injury.
- b. No one should swim alone.
- c. Renters will hold the Owners harmless from any and all bodily injury and/or property damage incurred on the property arising out of Renters' negligent acts or omissions and that False River Condominium Association, Inc. ("FRCA") be added as an additional party to be indemnified and held harmless from any such Renter claims.
- d. See disclaimer below.

VIII. Childproofing:

- a. Guest understands that no special efforts have been made to "childproof" this house and accept the risk or harm to any children allowed on the property.



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- b. These risks are not limited to, but include access to:
 - 1. The lake



2. Adjacent street
3. Cleaning supplies in the house and plants in the house, patio, and on street (that might be poisonous if ingested)

IX. Furniture:

- a. All furniture must be returned to its original location on Guest's departure, or an additional charge will be made.

X. Missing Items:

- a. Renters will be charged for any missing items reasonably attributable to Renters and not returned after notification.
- b. The cleaning service performs an inventory/survey of the property after Guests depart and notifies the Owner of any missing items.
- c. Owner will notify guests in the event that items were inadvertently taken and provide guests the opportunity to return the missing items.

XI. Personal Property:

- a. Guest understands that any personal property of and used by Guest is not insured by Owner and Owner shall not be responsible for any lost, stolen or missing property of the Guest or property of Guest left after checking out.

XII. Large Gatherings:

- a. This is not a party house.
- b. The Renter must be 25 years of age to book this Vacation Rental.
- c. Any special occasions such as weddings, receptions, family reunions or increase of occupants (guests not registered on registration form) must be disclosed at the time the reservation is made and is subject to Owner's advanced approval.
- d. Prom parties, fraternity or sorority parties and graduation parties are not allowed at any time.
- e. Adults cannot rent property on behalf of underage guests, no exception.



- XIII. **Non-Smoking:**
 - a. This is a NON-SMOKING vacation rental.
 - b. Evidence of smoking, such as the smell of cigarette or cigar smoke inside the home by the cleaning crew is sufficient basis to charge the renter for smoke cleanup and removal from carpeting, AC ducts, & 4 filters and furniture.
 - c. This type of clean-up is expensive, and Renter is liable for the deep cleaning costs incurred.
- XIV. **Pet Policy:**
 - a. Pets are allowed with approval from Owner. 2 dogs under 25lbs are permitted. \$250 non-refundable pet fee is due upon booking.
- XV. **Maximum Occupancy:**
 - a. No more than 10 occupants allowed on the property.
- XVI. **Additional Guests:**
 - A. Primary renter is to submit the names, ages, and cell phone numbers of all guests that will be staying at the property. Failure will result in termination of reservation and all monies will not be refunded.
- XVII. **Parking:**
 - a. Parking is limited to 2 vehicles in front of the home.
 - b. Vehicles are to be parked in designated parking areas only.
 - c. Parking on the road is not permitted.
 - d. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.
- XVIII. **Use of Security Cameras:**
 - a. Renters understand and accept that the property is protected with security cameras.
 - b. These cameras are used to protect the property from potential break-ins and theft.
 - c. There are NO cameras inside the residence, there is a camera in the garage.
- XIX. **Subletting:**



- a. Guest is not authorized to let or sublet all or any part of the premises nor assign the lease or any interest in it without the prior written consent of the Owner.

XX. Check In & Check Out:

- a. Check-in is at 4:00 PM and checkout is 11 AM.
- b. Guests may arrange for extra nights in advance to avoid any late checkout fees.
- c. Extra nights are charged at the daily rate and may be granted if available.
- d. Failure to check in or out at the following times can result in the loss of the refundable deposit.

XXI. Remedies:

- a. In the event of a default to the Rental Agreement, particularly those acts mentioned above in this agreement, and in addition to all other rights and remedies Owner may have at law, Owner shall have the option, upon written notice or as the Law may hereinafter provide, to immediately re-enter and remove all persons and property from premises.
- b. In such an instance, the Rental Agreement will be terminated, and Owner shall be entitled to otherwise recover all damages allowable under the Law.

XXII. Attorney Fees/ Default:

- a. If any legal action or proceeding (including default, nonpayment, etc.) arising out of or related to this Rental Agreement is brought by either party to this Rental Agreement, the prevailing party shall be entitled to receive from the other party, in addition to all other relief that may be granted, the reasonable attorney's fees, costs and expenses incurred in the action or proceeding by the prevailing party.

XXIII. Indemnification:

- a. Guest agrees to indemnify and hold harmless Owner for any liability arising before termination of this Rental Agreement for personal injuries or property damage caused by the negligent, willful, or intentional conduct of Guest(s) and that False River Condominium Association, Inc. ("FRCA") be added as an additional party to be indemnified and held



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harmless from any such Renter claims.



- b. This indemnification agreement does not waive Owner's duty of care to prevent personal injury or property damage when that duty is imposed by law.

XXIV. Prior Agreements:

- a. No prior agreement or understanding not contained in writing herein shall be effective.
- b. Furthermore, Owner, other than what is specifically written and set forth herein, makes no other or further representation regarding the nature, character and quality of the premises to be rented, and no representation shall be deemed to exist or be material unless and until it is reduced to writing and signed by the parties.
- c. This Rental Agreement may be modified in writing only and must be signed by the parties in interest at the time of the modification. It constitutes the entire agreement of the parties.
- d. If any provision of this contract is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.



Disclaimer:

Renters understand that the Homeowners are not responsible for any personal injury caused by slipping on wet pavement or surfaces, and that tenants are responsible for exercising care when surfaces are wet or slippery due to weather or use of hoses to wash down areas. Further, the homeowners are not responsible for any personal injury or loss or damage to tenants' property caused directly or indirectly from foul or inclement weather conditions, Acts of God or nature, failure of heat, accidents related to fire, heaters, stoves, tenants' failure to take adequate precautions around wet areas, or any unforeseeable circumstances.

Renters accept the community pier "as is" and agree to hold Homeowners harmless from any claims, damages, or liabilities, including attorney fees, related to use of said pier and/or boathouse by renters and renters' guests or invitees.

Under no circumstances will Tenants or their guests hold the Owners of the Vacation Rental responsible for any damages or claims of any kind resulting from their stay, except for intentional acts of harm.

This agreement and disclaimer apply to Renters and all guests in the Renters' party. False River Condominium Association, Inc. ("FRCA") be added as an additional party to be indemnified and held harmless from any such Renter claims.



Acknowledgement:

I, the Renter, have read, understand, agree to, and will abide by this rental agreement and all conditions stated herein.

Renter Name: _____

Signature: _____

Name (Print): _____

Date: ___/___/_____

Phone Number (during stay): (____) _____ - _____

Email: _____

PLEASE RETURN THIS CONTRACT AND LIST OF NAMES & AGES OF ALL GUESTS TO: thomas@riverhomesla.com WITH A SCANNED COPY OR (CELL PHONE) PHOTO OF THE PRIMARY RENTERS DRIVER'S LICENSE

THOMAS SCHUMACHER

RIVER HOMES, LLC

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