

**HIDDEN FALLS ADVENTURE PARK RV RENTAL AGREEMENT**

This agreement constitutes a contract between the person(s) named on the contract and Hidden Falls Adventure Park

*This agreement does not create a tenancy or residence. You must depart at the time stated in the contract.*

Renter Name: \_\_\_\_\_ Drivers License #: \_\_\_\_\_ State: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

e-mail: \_\_\_\_\_

RESERVED DATES: IN: \_\_\_\_\_ AM / PM OUT: \_\_\_\_\_ AM / PM

NUMBER OF ADULTS \_\_\_\_\_; CHILDREN \_\_\_\_\_ (Please see RV Sleeping Capacity for regulations)

Total Amount for renter to be charged to credit card for reservation: \$ \_\_\_\_\_. Does not include any late check out, lost key or damage fees.

**This agreement includes 2 pages. Hidden Falls Adventure Park and Renter agree as follows:**

**1. RV SLEEPING CAPACITY:**

Standard- 4 adults in 3 beds + 2 children on couches

You certify that you agree to and understand the limitations placed on the number of persons permitted to occupy the premises, and unless prior written approval has been granted by Hidden Falls, you agree to abide by such limitations: if not, you will be asked to leave with no refund. Above Renter is an adult 21 years of age or older and will be an occupant of the unit during the entire reserved period. Other occupants will be family members, friends or responsible adults. House parties are prohibited. Any complaints will be dealt with on an individual basis with additional Security Deposit required if situation warrants.

**2. CHECK IN TIME IS AS EARLY as 9am Thursday, 8am Friday – Sunday.** Keys will be ready for pick up at the Front Desk. Keys WILL NOT be issued with a balance owing or without a signed rental agreement in the owners, or owner's representatives, possession.

**3. CHECK OUT TIME FOR SIGNLE NIGHT IS 11:00 AM on Friday & Saturday and 2pm on Sunday. You do not have to leave the park up[on check out, you just have to return the key by check out time and vacate the RV. Check out times are required due to time necessary to inspect, sanitize and clean the camper before the arrival of the next renter, PRIOR APPROVAL FOR LATE CHECK OUT IS REQUIRED AND AN ADDITIONAL FEE OF \$25 PER HOUR..** Fee will not exceed one night rental. If keys are not returned within 24 hours of rental end period your credit card will be charged up to \$500.00 for replacement locks, keys and locksmith labor. Please turn in keys at the front desk. If you loose the key you will be charged up to \$500.00 for replacement locks, keys and locksmith labor.

**4. PAYMENT POLICY:** A deposit equal to 100% day's rental fee is required to hold your reservation for any booking, and must be received at the time of reservation. A non-refundable cleaning fee of 50.00 is required for each stay.

**5. CANCELLATION POLICY:** If renter cancels reservation he/she forfeits any fees paid for the reservation. Renter may use reservation another available date not to exceed 6 months from the original agreement date. .

**6. CREDIT CARD AUTHORIZATION** (Required for all rentals) I authorize Hidden Falls to charge my card the rental price listed in this agreement plus any additional fees for lost keys, late fees, property damage and pet cleaning fees.

Card # \_\_\_\_\_

Exp # \_\_\_\_\_ Name on Card \_\_\_\_\_ 3 Digit Code Code # \_\_\_\_\_

**6a. DAMAGE TO RV OR PROPERTY**An inspection is done after each check-out for any damage done to real or personal property. The renter(s) shall be liable and solely financially and legally responsible for any property damage, accident, injury to any person or loss sustained by any person or arising out of or in any way related to renter(s) use of the premises or the items of personal property provided by Hidden Falls Adventure Park. Renter(s) hereby agrees to indemnify and hold Hidden Falls Adventure Park, Beneficial Consolidated Management, Inc. Worth Doing Right, LLC, Bar 9.9, LP, West Grid Ranch, LLC and Copperhead Shooting Club harmless from any and all claims, including those of third parties, arising out of or in any way related to renter(s) use of premises or items provided therein. Renter(s) assumes the risk of injury or other losses relating to any recreational activities and will hold indemnify Hidden Falls Adventure Park, Beneficial Consolidated Management, Inc. Worth Doing Right, LLC, Bar 9.9, LP, West Grid Ranch, LLC and Copperhead Shooting Club harmless with respect thereto. Renter(s) agrees to indemnify Hidden Falls Adventure Park, Beneficial Consolidated Management, Inc. Worth Doing Right, LLC, Bar 9.9, LP, West Grid Ranch, LLC and Copperhead Shooting Club for any damages to the dwelling, grounds, furnishings, and household items. In the event that damage result from a renter(s) occupancy, Hidden Falls Adventure Park is authorized to utilize the credit card on file or the cash security deposit to cover said damages or additional cleaning costs, including the charging or billing of any additional amounts that exceed the deposit held. Hidden Falls Adventure Park is not responsible for articles left on premises.

Initials \_\_\_\_\_

**7. CLEANING:** A one time per stay cleaning fee of \$50.00 will be charged. Each property will be inspected, sanitized and cleaned after your departure. YOU ARE REQUIRED to leave the property in the same general condition that you received it by making sure the dishes are cleaned and put away, floors are swept, counters are washed, trash is bagged and set outside, and the camper is generally picked up and ready to be vacuumed, dusted, cleaned and sanitized. If additional cleaning is required, appropriate charges will be charged to your credit card at the rate of \$75 per hour with a minimum \$75.00 charge.

**8. NO PETS OR SMOKING ARE ALLOWED.** Since many people have allergies and it is difficult to remove the odors and allergens associated with both pets and smoke, we must STRICTLY ENFORCE this policy. If evidence of pets on site or evidence of smoking inside the camper are found, Hidden Falls Adventure Park reserves the right to cancel your rental reservation and occupancy of rental with no refund plus a charge up to 500.00 to treat the property for fleas and/or allergens. In addition, any damage caused by pets or smoking materials will be charged to your damage deposit or credit card on file.

**9. NO MOVING OR TOWING** of the RV is allowed. RV will be stationed on the campsite type that you have selected and it is to remain at this location for the duration of the rental, unless management deems it necessary to move the camper.

**10. WHAT WE SUPPLY:** The RV is equipped with electric, water and sewer. In addition Hidden Falls provides bed sheets, some pillows and towels.

**11. WHAT YOU SHOULD BRING:** Plan on packing your personal toiletry items, towels, bedding and pillows. Since we provide only a limited supply of toilet paper, paper towels, and other dispensable items to get you started, it may be necessary for you to restock these items during your visit.

**12. RENTERS LIABILITY:** Renter agrees to accept liability for any damages caused to the property by Renter or Renters guests, including, but not limited to, damage to the RV in any way or damage to any appliances and/or equipment furnished. If damages are in excess of the security deposit being held, Renter agrees to reimburse Hidden Falls Adventure Park for costs incurred to repair/replace damaged items.

**13. SLEEPING CAPACITY/DISTURBANCES:** Renters and all other occupants will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following: A.) Occupancy exceeding the sleeping capacity stated on the reservation confirmation. B.) Using the premises for any illegal activity including, but not limited to, the possession, serving or consumption of alcoholic beverages by or to persons less than 21 years of age. C.) Causing damage to the premises rented or to any of the neighboring properties. D.) Any other acts which interferes with neighbors' right to quiet enjoyment of their property, E.) Objectable behavior or excessive drinking.

**14. HOLD HARMLESS:** Hidden Falls Adventure Park does not assume any liability for loss, damage or injury to persons or their personal property. Neither do we accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, gas, electricity or plumbing. Nor will Hidden Falls Adventure Park accept liability for any loss or damage caused by weather conditions, natural disasters, acts of God, or other reasons beyond its control.

**15. ADDITIONAL TERMS AND CONDITIONS:** The undersigned, for himself/herself, his/her heirs, assigns, executors, and administrators, fully releases and discharges Hidden Falls Adventure Park, Beneficial Consolidated Management, Inc. Worth Doing Right, LLC, Bar 9.9, LP, West Grid Ranch, LLC and Copperhead Shooting Club, from any and all claims, demands and causes of action by reason of any 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 premises and agrees to hold Hidden Falls Adventure Park, Beneficial Consolidated Management, Inc. Worth Doing Right, LLC, Bar 9.9, LP, West Grid Ranch, LLC and Copperhead Shooting Club 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 attorney fees and costs. If guest violates any conditions of this agreement, Hidden Falls Adventure Park may terminate this agreement and enter premises. Upon notice of termination of this agreement, Renter shall vacate the premises immediately. In the event Hidden Falls Adventure Park has to resort to legal process to enforce rights under this Agreement, Renter shall be responsible for reasonable Attorney fees and costs. Renter agrees this contract is entered into in Burnet County, Texas, and consents to the personal jurisdiction of any proper court located therein.

**16. RV TOILET USE:** The RV toilet is not a household toilet. Do not throw tampons, pads or any other paper or non paper item with the exception of toilet paper. This includes but is not limited to condoms, food, diapers and chemicals. If we have to service the toilet due to one of these items or septic back up we will charge your credit card a minimum of \$200.00 to correct the blockage.

**I agree to the terms in this agreement and authorize Beneficial Consolidated Management, Inc. DBA Hidden Falls Adventure Park to charge my card for the rental and other services outlined in this agreement. I understand that if the terms and conditions in this agreement are not met I am in violation of the agreement.**

RENTER SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

DATE \_\_\_\_\_

HIDDEN FALLS AUTHROIZATION: \_\_\_\_\_ DATE: \_\_\_\_\_