

RENTAL AGREEMENT for Three Points Ranch

(SAMPLE)

Arriving: {Arrival Date} (3:00pm or later)
 Departing: {Departure Date} (11:00am or earlier)
 Staying: _____ nights
 Party Size: _____ (up to 35 maximum)

Property	Dates	Renter (or "Guest")
Name: Three Points Ranch	Arrival Date:	Name:
Capacity: 35 maximum guests	Departure Date:	Phone:
Phone: +1 (830) 200-0202	Booked Nights:	Email:
Address: 1158 E.E. Ranch Rd	Check-In Time: 3:00pm	Address:
Round Mountain, TX 78663	Check-Out Time: 11:00am	

This Rental Agreement ("Agreement") is made and effective _____ ("Agreement Date") between Three Points Ranch Events LLC ("Lessor") and _____ ("Guest") regarding the property known as Three Points Ranch ("Rental Property") which is located at:

1158 E.E. Ranch Road - Round Mountain, TX 78663

This Rental Agreement applies to the Guest's stay at Rental Property from _____ to _____ but also applies to any other dates which may be included if the reservation is changed.

1. GUEST QUALIFICATIONS & RESPONSIBLE PARTY

- a. Guest entering into this Rental Agreement must be 25 years of age and provide a copy of a valid photo identification when requested by Lessor. Any exceptions to this age qualification must be approved in writing; please email booking@threepointsranch.com if you are under 25.
- b. This Rental Agreement applies to all members of the Guest's party no matter the age or affiliation. Guest acknowledges that ***Guest is responsible for sharing the rental agreement, and its requirements and obligations, with all members of the Guest's party and anyone else permitted onto the Rental Property by the Guest.***
- c. Guests are not permitted to book the Rental Property for third parties (i.e., where Guest will not be present on premises during the rental period). In no event are Guests allowed to assign or sublet the Rental Property in whole or in part.

- d. This Rental Agreement may be signed in the name of a corporation, partnership, association, club or society, or similarly chartered entity *provided that the person signing hereby represents and warrants* that they hold the legal authority to bind the entity into this Agreement and that such person will be responsible for the faithful performance of any and all Guest obligations pursuant to this Agreement.
- e. The use of the Rental Property will be denied to Guest not meeting these qualifications. Violations of these qualifications will result in the eviction and complete forfeiture of any rental fees.

2. FALSIFIED RENTAL AGREEMENTS / FALSIFIED RESERVATIONS

- a. Any Rental Agreements obtained under false pretense will be subject to forfeiture of advance payment(s), deposits and/or rental fees, and the Guest and/or members of Guest's party will not be permitted to check in.

3. RENTAL RATES & RESERVATIONS

- a. **Base Nightly Rental Rate:** The nightly Rental Rates include up to twelve (12) people in Guest's group unless otherwise agreed to in writing in advance.
- b. **Additional Guest Fee:** And Additional Guest Fee of fifty dollars (\$50.00) per person/per night shall be charged for each additional person in Guest's group after twelve (12) people (i.e., the 13th person in Guest's group).
 - i. Lessor understands that plans for stays can evolve unexpectedly and will endeavor to give every Guest multiple opportunities to revise the total number of people in Guest's group accordingly. Lessor requires Guest to report any changes to this total in writing as soon as they are anticipated or as they result during the stay (if unanticipated). Guests caught under-reporting the total number of people in their Guest group may be charged additional fees and/or not allowed to return. This policy is based primarily on trust with Guest to self-report, but Lessor may also rely on contemporaneous camera footage from the property entrance gate, the number of vehicles parked overnight, or other visual evidence to seek clarification on the Guest-reported group totals.
- c. **Applicable Hotel Occupancy Taxes.** Texas Hotel Occupancy Tax (6%) will be charged to Guest based on the total of all nightly Rental Rate Fees plus the total of all Additional Guest Fees.
- d. **Damage Protection Fee (or Security Deposit).** Guest reservation includes a \$13.00 Damage Protection Fee. This fee is a non-refundable charge for the Rental Agreement period that enables Lessor to waive collection of an otherwise mandatory \$500 security deposit. Guest may still be subject to damage claims by Lessor in the unlikely event that Guest damage is deemed excessive or egregious (above the \$500 cost range for replacement or repair).
 - i. Guest may choose to waive this Damage Fee, but doing so will trigger the requirement of a \$500.00 Security Deposit that must be paid in advance of, and no later than, the time of Guest check-in.


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1. If the \$13 Damage Fee is waived, check-in will not be allowed for Guest or any of Guest's group until a \$500 Security Deposit is provided to Lessor, without exceptions.
 2. Should Guest choose to decline the non-refundable Damage Fee coverage (\$13) and instead pay a Security Deposit (\$500.00), Lessor shall refund the Security Deposit within 14 days of Guest Departure date (_____), provided that no damages or outstanding liabilities have been incurred.
 - a. Lessor will provide Guest with detail of any charges assessed, and any charges in excess of a Security Deposit will be billed to Guest.
- e. **Cleaning Fee.** Guest reservation includes a \$375.00 base Cleaning Fee.
- f. **Maximum Occupancy**
- i. **Maximum Occupancy with Bedding (25).** The Rental Property can accommodate up to 25 people in available beds, provided that two (2) people sleep in each double and queen bed.
 - ii. **Maximum Rental Property Occupancy (35).** The Rental Property has a maximum occupancy of 35 people, unless otherwise approved in writing. As the Rental Property's bedding configuration accommodates up to 25 as described above, any Guest group totals more than 25 people total shall be understood by all parties to include one or more of the following arrangements (*all of which must be confirmed in advance in writing with Lessor*):
 1. **RV (with electrical hookup).** The Rental Property has one (1) single 30amp RV electrical hookup available for connection by an RV in Guest's group. All people staying in this RV must be fully accounted for in the Guest's group total for calculating base Rental Rate and/or Additional Guest Fee(s). The following terms apply to any RV using this electrical hookup:
 - a. **Additional Charge:** There is an additional \$25.00 per night RV Electrical Hookup Charge to connect an RV to this power source.
 - b. **No Dumping:** While the Rental Property can provide this electricity source to an RV in Guest's group for the fee, it does not offer or allow any black or gray water dumping on the property.
 2. **RV (parked only; no hookups).** RVs, campers and the like may park on the Rental Property at no additional charge as any other vehicle in Guest's group would, provided that:
 - a. All people staying in the RV/camper are fully accounted for in the Guest's group total for calculating base Rental Rate and/or Additional Guest Fee(s).
 - b. The RV provides their own source of safe power (e.g., batteries, solar power, portable generator) and does not attempt to run extension chords or otherwise from Rental Property power outlets.

3. **Tent Camping.** People in Guest's group are allowed to camp in their own tents, provided that:
 - a. Guest advises Lessor in advance in writing of the desire to include some tent campers in the Guest's group.
 - b. Tents are erected only in the areas designated by Lessor, areas that will be communicated to Guest at check-in based on current environmental and safety considerations.
 - c. **THERE IS NO OPEN TENT CAMPING ALLOWED ON THE PROPERTY WHATSOEVER.** All designated tent camping spaces will be within sight of other Guest facilities.

- g. **Minimum Stay Requirements.** All Rental Agreements require a minimum stay of two (2) nights unless otherwise agreed upon in writing.
 - i. Some stays overlapping a holiday period will require additional minimum stays as posted. For example:
 1. Three Night Minimum Stays (3 nights) are required for periods including New Year's Eve, Memorial Day, 4th of July, and Labor Day
 2. Four Night Minimum Stays (4 nights) are required for periods including Thanksgiving and Christmas.

- h. **Check-in / Check-out Times**
 - i. Check-in time is **3:00pm** (CST/local time)
 - ii. Check-out time is **11:00am** (CST/local time)
 - iii. **Adjustments:** Guests must request approval of any desired early check-in or late check-out times as far in advance of arrival to and/or departure from the Rental Property. Early check-ins and/or late check-outs will be considered when it does not disrupt the arrival or departure of another Guest or Owner, and/or scheduling of cleaning and maintenance staff.
 1. Guest is subject to an additional night Rental Fee charge if Guest's group has not vacated the Rental Property by the approved check-out time.

- i. **Pets (Dogs Allowed, for a fee).** The Three Points Ranch loves all pets, and dogs are the only Guest group pets that are allowed on the premises at this time. Dogs that are friendly, house-broken, known to be non-destructive, and in control of members of Guest's group at all times are welcome to join.
 - i. **Maximum number of dogs and advance notice.** The number of dogs invited to Guest group must be declared in advance, in writing, up to a maximum of five (5) dogs total allowed in Guest's group at any one time.
 - ii. **Dog Fees.** Our fee is \$50 per dog for the entire stay (not per night).
 - iii. **Required Oversight of Dogs.** The following rules apply to all dogs who join Guest's group:
 1. Dogs are not allowed on furniture or beds.
 2. Dogs should NEVER be left unattended on the property under any circumstances. A CLOSED AIRSTREAM IS NOT A SAFE PLACE FOR A DOG WHEN GUEST'S GROUP LEAVES THE PROPERTY (like for a day trip to the lake).
 3. Pick up the poop. Pooper scoopers and/or compostable bags are provided around the Guest facilities. Please use them.

4. Dogs must be leashed whenever they accompany Guests outside the main Airstream/Barn/Pavilion area.
 - iv. **Other.** While this section provides guidelines for pets of Guest's group under the Rental Agreement, Lessor will seek to accommodate any and all service animals providing a trained service to any member of Guest's group. Please contact the Lessor to discuss any necessary accommodation requests: booking@threepointsranch.com (or phone: 830-200-0202) and any no-fee accommodations can be approved in advance in writing.
- j. **Special Events / Special Occasions**
- i. Special Events of any kind are NOT PERMISSABLE under this Rental Agreement. Special events, parties or gatherings of any kind—typically characterized by a larger number of people joining the Guest's group during the day even if not staying overnight—MUST be approved in writing and with conditions detailed under a separate **Special Events Agreement Rider**. If it is discovered that a reservation is made under false or misleading information, the reservation will be subject to immediate termination with the eviction of all occupants and forfeiture of any collected rental and related fees in their entirety.
- k. **Payment Terms.** The following Payment Terms apply to all Rental Agreements EXCEPT for those booking reservations initiated by third-party agencies (like AirBnb) that also contain different terms and provisions for Guest payment and/or cancellation:
- i. Fifty percent (50%) of total Rental Fees (including estimated Additional Person Fees and Pet Fees) is required at the time of the reservation.
 - ii. The remaining portion of the total Rental Fees (including estimated Additional Person Fees and Pet Fees) is due 90 days before Guest arrival date, or this Rental Agreement may be cancelled by the sole option of the Lessor.
 - iii. Guests can make payments via check, ACH, Venmo (@ThreePointsRanch), or by any other means confirmed in writing by Lessor.
 1. If Guest is paying by mailed check, it is Guest's sole responsibility to ensure delivery and receipt by Lessor by the appropriate date. Advance-dated checks are accepted for deposit.
 - iv. Lessor has no ability to accept credit card payments except those that may be provided to Guest by Venmo.
- I. **CANCELLATION & REFUND POLICY**
- i. The Cancellation & Refund Policy is as follows:
 - Guest receives 100% if cancellation occurs more than 120 days before arrival;
 - Guest receives 50% if cancellation occurs more than 90 days before arrival;
 - o If Guest must cancel in this period of 90 to 120 days, the 50% of Rental Fees paid may be applied toward another available booking by Guest within 1 year of the originally scheduled arrival date.

- No refunds within 90 days of arrival.
- ii. **Weather / Flight Cancellations / Transit Delays.** Lessor will not assume liability for any inconvenience arising from any temporary defects or stoppage in utilities (water, gas, electricity, plumbing, etc.) or for any loss or damage caused by weather conditions, natural disasters, acts of God or others reasons beyond its control.
- iii. Guests are highly encouraged to separately purchase their own travel insurance to cover costs of such circumstances. For example, www.insuremytrip.com is a site that offers several options.

4. GENERAL USE POLICIES

- a. **Ranch Access.** The property will either be (a) open to Guests upon arrival, or (b) an entry code for an automatic gate at the front entrance will be communicated to Guest in advance of Guest's arrival.
 - i. During check-in, Lessor will give Guest a tour of all accommodations, clarify any questions on rules and responsibilities, and show Guest what areas Guest group has access to during the stay.
 - ii. As a general rule, Guests should not open or go through any closed gates or fences.
- b. **Smoking Policy.** Guest is responsible to ensure all people in Guest's group are not smoking inside facilities or outside of specifically designated smoking areas (including all grass areas).
 - i. A minimum fee of \$300 will be billed (*or deducted from Security Deposit, if available*) for failure to follow this smoking policy.
 - ii. NO smoking is permitted inside any indoor facility available to Guest's group.
 - iii. Smoking is ONLY allowed in the graveled areas around the Dining Barn and outdoor seated areas.
 - iv. Cigarette and cigar butts must be extinguished and deposited in ashtrays provided, never on the ground. Butts are both a FIRE HAZARD and considered litter.
 - v. WHEN A COUNTY BURN BAN OR RED FLAG WARNING IS IN EFFECT, THERE IS ABSOLUTELY NO SMOKING ANYWHERE EXCEPT FOR THE AWNING OUTSIDE THE DINING BARN AND THE OUTDOOR BAR AREA.
- c. **Burn Bans and Outdoor Fires.** Lessor will inform Guests during check-in when the property is subject to a county burn ban or a red flag warning. Guests may also check the website <https://tfsweb.tamu.edu/TexasBurnBans> to find up-to-date information on burn bans. The Rental Property is situated within three Texas counties (Blanco, Burnet and Llano), so a burn ban in any one of these applies to the entire property.
 - i. The following are STRICTLY PROHIBITED during burn bans or red flag warnings:
 1. Use of the any outdoor campfire or open fires
 2. Smoking or flames of any kind outside of designated burn ban smoking area
 - ii. Wood-burning fires are typically always allowed inside the Pavilion fireplace (which has a chimney). Fires at the outdoor campfire pit are allowed ONLY under ALL of the following conditions:


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1. When an official “burn ban” is not in effect for Llano, Blanco or Burnet Counties.
 2. When guests commit to constantly monitor the fire and not leave it unattended for any reason or any short duration of time
 3. When guests commit to ensuring that the last guest enjoying a fire will extinguish all fire and coals completely with water before they depart the fire site (a water hose is available near the campfire site).
 4. When high wind conditions are not present (even if a burn ban is not in effect).
 - a. Lessor shall inform Guests when high-wind conditions are present or expected.
- d. **Driving and Speed Limits on Rental Property.** Guests must drive down a direct county road through an unfenced neighboring private property with loose livestock to access the Three Points Ranch entry gate.
- i. GUESTS MUST OBEY ALL POSTED SPEED LIMITS on county road (EE Ranch Road) and on private Three Points Ranch Road. *Driving too fast can endanger livestock and wildlife of all sizes and puts them at risk of being run over.*
 - ii. Guest is responsible for telling all members of Guest’s group ahead of arrival about obeying speed limits signs on all access roads.
 - iii. Guests must stay on graveled roads at all times.
 - iv. Guest must obey all speed limits signs during the day, and are requested to go even slower at night due to reduced visibility and increased wildlife traffic.
 - v. NO ATV’s, off-roading or spotlighting is allowed at any time.
- e. **Parking.** Ample vehicle parking is available, but Guests must park only in designated areas.
- i. Guests are **NOT ALLOWED to park under tree canopies** as this can damage tree roots and kill trees.
- f. **Furniture.** Much of the furniture on the Rental Property is fragile and/or heavy.
- i. With the exception of patio chairs, Guests are not permitted to move any furniture without Lessor’s explicit permission and/or supervision. Most of the furniture can be easily damaged if moved wrong or scooted along the floors.
 - ii. Guests must not raise or lower the kiosk doors above the Ding Barn bar. They are extremely heavy and can result in serious injury. Lessor is available to assist with the task of raising or lowering these as requested.
 - iii. NO DOGS on the furniture or beds at any time.
 - iv. NO WET clothing or towels on wooden furniture.
 - v. **POOL TABLE**
 1. Guests must not move or scoot the pool table for any reason.
 2. Children 12 and under must be supervised at all times when using the pool table
 3. NO DRINKS are allowed on the pool table.
- g. **Sleeping Porch**
- i. PLEASE ASK FOR ASSISTANCE when you need the blinds raised or lowered. Guests are not allowed to raise or lower the blinds.

- ii. No roughhousing on swinging beds.
 - iii. Guests should be mindful of keeping the entry screen doors shut at all times.
- h. **Swim Tank.** All members of Guest's group accessing the swim tank must review and obey all rules posted at tank. Please note in particular that:
- i. There is **No Life Guard on Duty**
 - ii. Guest are **NOT ALLOWED TO CLIMB ON WINDMILL.**
 - iii. There is no swimming allowed after dark.
 - iv. NO GLASS is allowed in or around the swim tank.
 - v. Guest's group must lower and tie down umbrella after each use or damage is likely to result and will incur a fee for replacement.
 - vi. Guest's group must place all trash and recycling in receptacles and/or bring back to receptacles near Dining Barn.
 - vii. Guest's group are not allowed to wander off of the mowed areas around swim tank or towards the Tiny House nearby.
- i. **Trash, Recycling and Composting.** Trash, recycling, and composting receptacles are available in and around Rental Property facilities, and Lessor will orient Guest to their usage upon arrival and check-in.
- i. Do not leave food or debris outside overnight and/or uncovered when not in use, as this will attract critters.
 - ii. ***Guest shall not cause or permit the storage, use, generation or disposition of any Hazardous Materials.*** For the purposes of this Rental Agreement, "Hazardous Materials" means any explosives, fireworks, firecrackers, radioactive materials, or other similar substances or items.
- j. **Safety and Disturbance Guidelines.** The Three Points Ranch (Rental Property) is a habitat for both wildlife and neighbors. Guests are expected to treat the facilities, wildlife and neighbors with kindness and respect. This includes staying within the designated boundaries of our property. ***If issues arise that endanger or disturb neighbors or compromise natural surroundings or wildlife, Lessor reserves the right to cancel Guest stay in progress and evict any or all members of Guest's group without compensation.***
- i. Emergency contact information is posted on the refrigerator in the Dining Barn.
 - ii. Guests and all other occupants will be required to vacate the premises and forfeit all payments for any of the following:
 - 1. **NO FIREARMS OR FIREWORKS OF ANY KIND ARE ALLOWED ON THE PROPERTY!**
 - 2. Overnight occupancy exceeding the number of guests stated on this Rental Agreement or otherwise granted in writing by Lessor.
 - 3. Using premises for any illegal activity.
 - 4. Willfully causing damage to the Rental Property or to neighboring properties.
 - 5. Any other acts which interfere with neighbors' right to quiet enjoyment of their properties.

6. Loud outside noise or music after 10pm or before 7am.
 7. If the police authorities are called to the property for any reason related to the behavior or actions of Guest's group.
- iii. **Wildlife.** The Rental Property is located in the Texas Hill Country where venomous snakes and other biting or stinging creatures can be common. Because of this, Guests should:
1. Stay aware of their surroundings and stay in gravel or maintained areas at all times.
 2. Supervise children under 12 and pets at all times.
 3. **Beware of Snakes!** If Guests should see a snake, please contact the Lessor immediately. Do not under any circumstances try to touch, capture, move or harm the snake, as they usually mind their own business if you leave them alone. There are three venomous snakes that can live in this natural habitat: rattlesnakes, copperheads and coral snakes.
 4. **THERE IS ABSOLUTELY NO ANIMAL HUNTING OR TRAPPING ALLOWED ON THE RENTAL PROPERTY AT ANY TIME.**

5. SPECIAL PROVISIONS.

- a. The Rental Property may offer access to recreational and water activities, including but not limited to bicycles and swimming. **Guest fully understands and acknowledges that outdoor recreational and water activities have inherent risks, dangers and hazards.** Participation in such activities and/or use of equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability. Guest agrees to fully indemnify and hold harmless the Lessor and any and all property owners, agents, employees, or contractors for any injury or damage caused by these activities, whether caused by the negligence of the Lessor, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes foreseeable or unforeseeable.
- b. This Rental Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Contract are performable in Blanco County, Texas.
- c. **Written Exceptions.** This Rental Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties. No amendment, modification, or alteration of the terms of this Rental Agreement shall be binding unless it is in writing and dated subsequent to the effective date of this Agreement.
- d. The rights and remedies provided in this Agreement are cumulative, and the use of any one right or remedy by Lessor or any owner, officer, representative or employee of Lessor shall not preclude or waive its right to use any or all other remedies provided by this Agreement or by law. The rights and remedies provided in this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

6. LIABILITIES & INDEMNIFICATION

Guest hereby assumes all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the Lessor or by any other person. Guest hereby voluntarily agrees to release, waive, discharge, hold harmless, defend and indemnify Lessor and any and all owners, agents, employees, or contractors (collectively, the “Released Parties”) from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of Rental Property facilities, equipment, or activities. Guest further assumes full responsibility for the actions of any and all persons whom Guest may allow to enter the property during the rental period and indemnifies Lessor from any and all claims arising from such other persons.

7. AGREEMENT

GUEST AGREES BY ITS SIGNATURE HEREIN THAT GUEST HAS READ AND IS AWARE OF THE TERMS AND CONDITIONS CONCERNING THE USE OF THE RENTAL PROPERTY AND ACCEPTS FULL RESPONSIBILITY HEREIN.