

TVL – Texas Vacation Lodging, LLC dba
Texas Vacation Lodging

P.O. Box 5743 Round Rock, Texas 78683 512-535-6594 fax 512-692-7479

This agreement is between Texas Vacation Lodging, Herein after referred to as "TVL", and

Owner(s) of Property	
Address of Property	
Name of property	

herein after referred to as "Owners". An individual or group renting the Owners property herein after referred to as "Guests".

TVL will be acting as an agent of the Owner. TVL agrees to provide advertising on an extensive network of tourist web pages throughout Texas and to take reservations for nightly Guests. TVL will design a web page, (if the Owner does not already have a web page), and the web page will be listed on several Texas tourist web pages with links to the web page. TVL reserves the right to place links on any sites within our network we feel would best benefit the advertising of the property.

TVL will collect payment for the following from the Guests: nightly fee, cleaning fee, security deposit, hotel tax and other agreed upon fees between Owner and TVL. However, it is the Owners sole responsibility to obtain a hotel tax ID number and keep apprised of the current hotel tax rates and regulations and to inform TVL of any changes. Tax will be collected on the all applicable rental rates and fees. It is the Owner's sole responsibility to file and pay any and all taxes due. Any discrepancy between what is collected and what is owed is the responsibility of the Owner not TVL. All applicable taxes will be paid by the Owner to the appropriate government agencies in a timely fashion. TVL will cooperate with said tax and/or governmental agencies if requested by those agencies.

The web page created by TVL is copyrighted by TVL and will remain the property of TVL. The Owners will not use the web page designed by TVL or any portion of the web page in any other media without obtaining the written permission of TVL. Any pictures taken by TVL are copyrighted by TVL and remain the property of TVL and are not to be used in any other media.

The fees collected will be mailed to the Owner by the 10th of the month following the Guests stay minus TVL's commission, and fees for processing a credit or debit card.

TVL's fee for the above mentioned service will be 20% of all fees collected. No money is to be paid up front by the Owner and no other fees are asked of the Owner.

In the event the Owner occasionally rents to his/her own Guests, the Owner agrees to charge the same fees as TVL which may mean that the Owner will need to increase the rental fees. **The Owner also agrees to not rent directly to Guests that are provided by TVL and at all times to work with TVL in a partnership fashion.**

The Owner will see that the Guests have access to keys and are let into the vacation property on the agreed upon date and time. The Owner will be responsible for cleaning the vacation property and seeing that it is cleaned and ready for each Guests' stay at the vacation property.

The Owner has sole responsibility for the comfort and safety of the Guests while they are staying in the home. TVL, acting as an agent of the Owner, is responsible only for advertising and making reservations for the Owner. The Owner will keep the vacation property in good repair and provide necessities for the Guests such as bed linens, bath towels, cooking appliances and equipment such as pots and pans, ovens, stoves, microwaves, silverware and dishes. The Guests will be informed that all they need to bring to the property is food, drinks, beach towels, and personal items.

The Owner will provide adequate insurance to cover any injuries of Guests, or damage of the vacation property while Guests are staying in the home. The Owner holds TVL completely harmless for any injuries of Guests or damage to the home done by the Guests.

TVL will collect a damage insurance premium for you to protect against most damages done by the Guests. We will also save the Guest credit card information in the event extra cleaning charges, etc. need to be accessed. You will need to contact TVL within 10 days of the Guests departure to report any damages in writing (email will be sufficient).

In the event of a credit card dispute, the Owner may be asked to provide additional documentation and/or details to help TVL resolve the dispute. In the event a credit card dispute is found in favor of the guest, the Owner agrees to refund back to TVL the charged back amount within 10 business days or agrees to allow TVL to withhold said amount from the next scheduled payment from TVL.

TVL will inform the Guests of the rules and policies of the home such as no smoking, no pets, and limits on number of Guests, respect for neighbors, quiet hours, taking care of the premises and leaving the premises neat and clean. TVL will have the Guests sign a guest agreement regarding the rules and policies of the home. TVL will provide a General Policy Agreement which is available to the Owner to review at any time on our web page, www.texasvacationlodging.com. TVL reserves the right to change this agreement from time to time to better serve the Guests, TVL and/or the Owners.

The majority of vacation property Guests will treat the vacation property with respect and are not a problem, but an occasional guest may not live up to the normal standard. However, it is ultimately the Owner's responsibility that the Guests follow the house rules and the Owner agrees indemnify and hold harmless TVL for Guests who do not follow the rules and/or cause any damage to the premises. The damage insurance (purchased by the renter) and the Owner's insurance will be used to cover damages done by Guests, and TVL will never be asked to pay for any damages.

An availability calendar will be provided by TVL on the Owner's web page on the network of Texas tourist web pages, so both the Owner and TVL will be able to see which nights are reserved for Guests. It is the responsibility of both the Owner and TVL to immediately update the availability calendar when a reservation is made. If the Owner plans on staying in the vacation property or has Guests that will be staying in the vacation property, the Owner will need to check the availability calendar to see when there are vacancies and reserve the vacation property by marking it on the availability calendar. The reservations will be made on a first come, first served basis. Neither TVL nor the Owner can remove an existing reservation to replace it with their own without permission of the other party, and only in extreme circumstances should this ever be done.

The Owner assures TVL that their vacation property does not have deed restrictions, association rules and city laws that prevent them from taking Guests who pay on a nightly basis. It is the Owner's responsibility to research the local rules to be sure that this is allowed. If there are restrictions that can affect the taking of reservations on this property, the Owner will notify TVL about it immediately. If any lawsuits arise because their vacation property does have deed restrictions, association rules or city laws that prevent them from taking Guests who pay on a nightly basis, the Owner agrees to hold TVL harmless.

The vacation property will only have nightly reservations for Guests up to a 30 night stay. Anything longer than a 30 day stay will need to be handled by the Owner directly with the Guests.

In the rare cases where the Guests have complaints about the home and ask for refunds or try to stop payment on their checks or credit card payments, TVL will not be held responsible. This disagreement will need to be settled between the Owner and the Guests, and TVL will turn it over to the Owner to handle. As stated previously, TVL is an advertising and reservation agency and is not responsible for providing for the comfort and safety of the Guests, that is the Owners responsibility.

In the event that Guests cancel reservations, TVL will make an effort to fill the reservation with other Guests, if possible. If it is not possible find a replacement guest, the Owner and TVL agree to accept it as a loss with neither the Owner nor TVL being at fault, and neither the Owner nor TVL will be asked to pay damages. TVL will strictly enforce the cancelation policy outlined on the guest policies but the Owner and TVL acknowledge that sometimes it is in the best interest of all involved to allow a refund. The Owner defers to TVL's best judgment and will not hold TVL responsible for lost income due to cancelations or refunds.

This agreement can be cancelled by either party at any time with 30 days notice. TVL can cancel this agreement for any reason by giving written notification to the Owner. The Owner can cancel this agreement by giving TVL written notice. In the case where the Owner cancels this agreement, all reservations that have been made by TVL before the cancellation notice is received will be honored and TVL will receive their commission on the reservations. TVL will remove the

Owner's TVL web page, links and other advertisement for the Owner and not make any more reservations for the vacation property after this agreement has been cancelled. In the event the Owner decides to come back to TVL after cancellation of services, a reasonable reinstatement fee may be charged.

Working as an agent of the Owner, the goal of TVL is to provide a steady stream of nightly paying Guests for the Owner. With the Owner and TVL working together in partnership to provide quality advertisement, reservations, and a comfortable, clean, well maintained vacation property the Guest should be satisfied and both the Owner and TVL should experience success in their respective business ventures.

TVL reserves the right to modify this agreement based on changing business practices.

Acknowledgement and Acceptance of Policies and Release and Indemnity

The undersigned hereby agrees to and accepts all policies of Texas Vacation Lodging listed above.

The undersigned hereby agrees to assume all risk for any and all damages to property by Guests and to maintain adequate homeowners insurance to cover nightly Guests. This waiver includes any negligent acts or omissions caused directly or in-directly by Texas Vacation Lodging.

The undersigned further agrees to indemnify and hold harmless Texas Vacation Lodging, including its officers, directors, or employees, from any claims or damages, which may occur to or from the guest, or to any child, invitee, or guest of the Vacation Property.

It is understood and agreed that this agreement includes but is not limited to broken or damaged property of the Vacation Property. It also covers damage done to the property by smoking, pets, and carelessness by Guests, uncleanliness of Guests, or any action by children or adult Guests, or invitees of the Guests of the home.

This agreement is executed on this date_____

Signature of Owner(s)

Signature of Texas Vacation Lodging Representative

Owner Information Page

Please complete all sections of this page so TVL can accurately set up your account. If you are unsure of one of the questions, we are available to discuss and make recommendations. Please don't feel overwhelmed and always feel free to ask us!

	Please use the space in this column for your answers
Name of owner(s)	
Name of Vacation Home	
Business Name <i>(if applicable)</i>	
Who should we make the check out to?	
Social Security # or Tax ID# <i>(required for TVL to issue you payment)</i>	
Full mailing address of owner	
Main Phone number	
Alternate phone	
Main Email address	
Full Address of Vacation Property	
Summer Rate agreed upon <i>(leave blank if you don't know yet)</i>	
Holiday Rate agreed upon <i>(leave blank if you don't know yet)</i>	
Do you want to offer a lower rate for off season? If so, what? <i>(leave blank if you don't know yet)</i>	
Cleaning Fee	
Additional Fees <i>(such as hot tub or boat dock)</i>	
Hotel Tax percentage (state + local) <i>(ask TVL for more information if you don't know how to set this up)</i>	
Will you accept pets? Pet fee?	
Do you want to participate in the "5 nights, 6 th night FREE special"? <i>(we strongly recommend you do)</i>	
What is your minimum night requirement for stays <i>(excluding holidays, we do a 3 night minimum for summer holidays)? (Recommend 2 although some more popular or larger properties can do 3)</i>	
What is the MAXIMUM number of people you want to book your home for?	