

## **RENTAL POLICIES**

### **OUR MISSION: A GREAT VACATION!!**

We work hard to make sure that everything in your vacation property works properly, that it is clean upon your arrival, and that you have everything you need. Be sure to let us know if we can help with anything!

You can reach our Property Manager any time at (281) 850-9446. If you reach voicemail, please leave a detailed message and your call will be returned in a timely manner.

### **RESERVATIONS AND PAYMENTS**

It's easy to book your vacation rental!

**Reservations are taken online through the [\[BOOK ONLINE NOW\]](#) link on the Property website.** MK Property Management Services will follow up within 24 hours with a confirmation email and other documents required to complete your Reservation.

#### **Payment and Confirmation is Easy:**

1. After a Reservation Request is received and availability is verified, the Leaseholder will receive a Reservation Invoice and Registration Packet containing all required registration forms via e-mail. The Registration Packet may also be downloaded from our property websites.
2. Print, review and sign all Registration forms. Keep a copy for your records.
3. Mail all signed paperwork, a copy of the Leaseholder's valid driver's license, and appropriate Advance Payment. All paperwork and Advance Payment are due in our office within five (5) days of Reservation to avoid cancellation.
4. A Confirmation will be e-mailed to the Leaseholder once all required paperwork and payments have been received and processed. Reservations will not be confirmed until all paperwork and deposits have been received.

**Leaseholder Responsibilities:** The Leaseholder is responsible for payment, deposits, property damages, and all responsibilities spelled out herein and in the Rental Contract. The Leaseholder's primary residence address and e-mail address will be used for all notices and correspondence. Please be sure to read your Rental Contract very carefully.

**Rental Rate:** The rental rate includes all rental fees with the exception of the non-refundable \$50 Processing Fee and \$125 Cleaning Fee. Applicable Galveston Island Hotel Occupancy Tax will be added to your invoice.

**Processing Fee:** A non-refundable \$50 Processing Fee is applied to all reservations. The Reservation Fee is not refundable under any circumstances.

**Cleaning Fee:** A \$125 Cleaning Fee is assessed on all reservations. The Cleaning Fee is refundable only if the reservation is cancelled in accordance with our cancellation policy.

**Accidental Rental Damage Insurance:** Accidental Rental Damage Insurance is now required on all reservations. The cost of this policy is \$45.00. This policy does not replace the requirement for a Security Deposit, but acts as added protection to the leaseholder in the event of an accident and allows us to require a much lower Security Deposit of \$200. The policy covers up to \$1500 in accidental/unintentional property damages during the rental period. Accidental Damage is defined as unintentional damage from unforeseen accidents to the Property. It does not cover intentional damage, vandalism or theft. The Accidental Rental Damage Insurance Policy is refundable only if the reservation is cancelled in accordance with our cancellation policy.

**Security Deposit:** A Security Deposit of **\$200.00** is required to on all reservations with purchase of Accidental Rental Damage Insurance. If Leaseholder refuses Accidental Rental Damage Insurance, the standard Security Deposit of **\$500.00** will be required. The Security Deposit is NOT applied toward rent for any reason; however, it will be refunded in full if the property is left in an acceptable condition, there is no damage to the house or property, and no violation of Rental Agreement with regard to pets and/or prohibited activities. Refunds will be sent via US Mail within 45 days of check-out. **No exceptions.**

**Advance Payment:** An Advance Payment of approximately **50%** of the Total Rental including all fees and applicable taxes is due within **five (5) days** of reservation and may be paid by local personal check or certified check. For Reservations made fewer than 30 days before check-in, payment is due in full by cashier's check only within two (2) days of reservation. Checks are not accepted for reservations made fewer than 30 days before arrival. If your required paperwork and Advance Payment are not received in our office within **five (5) days** of booking, your reservation will automatically be cancelled.

**Travel Insurance:** For your convenience, Trip Cancellation and Interruption Insurance is now automatically added to all Reservations. This coverage is optional and is not a requirement of rental. Leaseholder is free to choose to waive this coverage by signing the Waiver of Coverage and deducting the premium from Advance Payment due, where applicable. Travel Insurance must be purchased at time of Reservation and is not refundable for any reason.

**Rental Balance:** The total remaining Rental Balance and Security Deposit are due **thirty (30) days** prior to arrival and may be paid by local personal check or certified check. This deadline has no exceptions. Late payments may result in cancellation of reservation and forfeiture of all monies paid.

***Please note:***

- **Please include your Reservation Number on all correspondence.**
- **Payment:** Check or Certified Funds made payable to: **MK PROPERTIES**
- If your paperwork and Rental Deposit are not received in our office within **five (5) days** of booking, your reservation is automatically cancelled.

**The returned-check fee is \$50.**

## **RESERVATIONS MADE FEWER THAN 30 DAYS BEFORE ARRIVAL**

If your reservation is made fewer than 30 days before check-in, it must be **paid in full** by **cashier's check** only within **two (2) days** of reservation. Checks are not accepted for reservations made fewer than 30 days before arrival.

## **MINIMUM STAY REQUIRMENTS:**

All Reservations require a 2 night minimum stay.

Peak Summer Rentals during the months of June through August require a 6 night minimum stay, unless less than 6 nights show available on the Reservation Calendar, in which case shorter stays will be accepted.

The week of July 4<sup>th</sup> requires a 6-night minimum stay – NO EXCEPTIONS.

**CHECK-IN REQUIREMENTS:** Check-In days are only to be scheduled Monday-Friday. No Saturday or Sunday Check-Ins will be allowed. Reservations with a Check-In date falling on a Saturday will be adjusted for Friday afternoon. Reservations with a Check-In date falling on a Sunday will adjusted for Monday afternoon. For example, if your party will not be arriving until Saturday, you will be required to book the property starting on Friday night, or wait until Monday for arrival.

**Rates are subject to change without notice.**

## ARRIVALS

Check-in time for all Guests is at 4:00 p.m.; this allows our housekeeping staff time to prepare your vacation property properly.

Please don't pressure our staff to let you into your property before 4:00 p.m. There's plenty to do while you wait – enjoy our beaches, take a walk on the seawall or visit a local attraction. Sometimes, it may be necessary to delay check-in beyond 4:00 p.m., but that is extremely rare.

If a property becomes ready for early check-in, we will contact guests via cell phone.

Lock boxes are located at each property and the code for the property will be released by 4:00pm on the day of check-in. **The lock box code will only be released to Leaseholder. Sorry, no exceptions.**

## DEPARTURES

Unfortunately, all good things must come to an end! Check-out time is 10:00 a.m. **NO EXCEPTIONS!**

- Notify Property Manager of any damage or maintenance issues.
- Place all trash in secured trash bags and leave in the outdoor trash cans in the bins near the curb.
- Straighten and return all furniture to its original configuration.
- Leave all linens and towels in the home and remove bedding from beds.
- Clean and put away all dishes including those in the dishwasher.
- Clean all food out of the refrigerator.
- Leave the refrigerator and freezer settings on medium.
- Please unplug all small appliances such as coffee pot, etc.
- Turn off all inside and outside lights.
- Make sure all doors and windows are locked and secure.
- Return all keys to their lockboxes and vacate property promptly by 10:00 a.m.
- If your home requires extra cleaning because you left it in poor condition, you may be charged an additional cleaning fee.
- Let us know how much fun you had during your stay - sign the guestbook, leave a note, send a quick email! And don't forget to make your reservation for next year! Properties are available for advance reservations to departing guests first; advance reservations may be made up to one year in advance.

## CANCELLATIONS AND REFUNDS

We understand that there can be unforeseen emergencies that could cause you to cancel your reservation. Please note our cancellation policy:

Once your reservation is Confirmed (when signed Registration Forms and Advance Payment are received), any cancellations or changes of dates will invoke the cancellation policy.

**Cancellations 61 or more days before date of arrival:** A full refund will be issued, minus a Cancellation Fee (\$75) and Non-Refundable Reservation Fee (\$50). Refund checks will be issued within thirty (30) days after cancellation.

**Cancellations within 60 days of date of arrival:** A full refund will be issued, minus a Late Cancellation Fee (\$150) and Non-Refundable Reservation Fee (\$50), only if we are able to re-rent the property for the same time period. Please allow 6-8 weeks after cancellation to provide us the greatest opportunity to re-rent the property so that you will receive the largest refund.

**Cleaning Fees and Accidental Damage Policy Fees** will be refunded with written notice of cancellation at least **fourteen (14) days** prior to arrival.

**Travel Insurance Premium are not refundable for any reason.**

**Early Departure** does not warrant any refund of rents or deposit.

## **OCCUPANCY POLICY**

We work very hard to maintain a quiet atmosphere for the enjoyment of Guests and our West Galveston neighbors, and we rent only to family groups and responsible adults older than 25.

**PARTIES & GATHERINGS:** Occasions such as parties, weddings, receptions, company gatherings, or picnics are not allowed. We do not rent to prom groups, school or graduation groups, fraternities or sororities, or youth groups with or without adult supervision. **Adults may rent properties on behalf of underage guests.**

Any use of the property for purposes other than family vacations must be addressed at the time of the reservation.

Any reservation obtained under false pretense will be subject to forfeiture of advance payment, all deposits and/or rental money, and the party will not be permitted access to the property.

**OCCUPANCY:** The maximum number of Guests allowed in each property is listed on your rental contract. All Guests and their vehicles must be listed on the Guest Registration form. Exceptions are made only for infants. An additional charge of \$10.00 per person per night for guests in addition to the published occupancy will be assessed.

**SMOKING:** All of our properties are **Non-Smoking**. Smoking is permitted outside the residence and all cigarette butts must be disposed properly. Failure to clean up cigarette butts will result in a fee being assessed against the Damage Deposit. **No exceptions.**

**PETS:** No pets will be allowed at the property without prior approval. A signed Pet Addendum must be on file prior to occupancy. A non-refundable Pet Fee of \$100.00 per dog (under 10 lbs, limit TWO pets per property) will be required. **If unapproved pets are found on or in property, it is grounds for immediate eviction. NO CATS are allowed in our properties at any time. Evidence of unapproved pets will result in a \$200 fine which will be deducted from any deposit refund owed.**

**WRITTEN EXCEPTIONS:** Any exceptions to these policies must be approved by management in writing in advance.

## **PARKING**

To help preserve the quality of life on West Galveston Island, subdivisions limit the number of cars which can be parked at properties. **Most subdivisions allow four cars at each property.**

Parking is not allowed on streets, lawn areas, or dunes.

RVs and campers are not permitted on the grounds of any property at any time.

Guests must comply with these occupancy and Rental Policies and all subdivision restrictions. **Violation of these policies may result in eviction and forfeiture of all monies.**

*We reserve the right to refuse service to anyone: All rental properties are leased without regard to race, color, religion, sex, national origin, handicap or sexual orientation.*

## **HOUSES and AMENITIES**

All of our properties feature standard household items including cable or satellite TV, central air/heat, microwave, coffee maker, toaster, pots and pans, BBQ grills, dishes, utensils and glassware. Some properties may have telephone service.

Unique and specific equipment and/or amenities for each property are listed in the individual property descriptions. Hot tubs, additional TVs, VCRs, DVDs, porch furniture, dock access, recreational games and equipment, and similar items are furnished as a courtesy by the owner and are not guaranteed.

All equipment in each property should be in working order when you check in, but things do break down unexpectedly! Please report any inoperative equipment or problems to the Property Manager immediately. We cannot be held accountable for problems we are not aware of.

Housekeeping or maintenance problems will not be addressed at check-out or after you return home.

When you report a problem, you can expect a courteous and professional attitude to problem solving, and we will make every reasonable effort to resolve the problem promptly. Please understand that emergencies take precedence.

However, under no circumstances will there be a reduction of rent for any mechanical failure of air conditioners, dishwashers, refrigerators, washers, dryers, cable or satellite TV, Internet access, televisions, VCRs, DVD players, hot tubs, swimming pools, or any other appliances or amenities.

Grills must be used outdoors on the ground level. Grilling on decks is a fire hazard and is strictly forbidden.

Golf Carts, high chairs, cribs, and rollaway beds are available through local vendors. We will be happy to refer you to them.

*NOTE: Every effort has been made to ensure the accuracy of the property information; however, it is not guaranteed. It is subject to errors, omissions, change of price, change of property contents and/or features, or withdrawal without notice.*

## **LINENS**

Each property will be supplied with the appropriate amount of sheets and towels to suit the property's capacity, so everything will be ready for you to kick off your shoes and relax! Beach towels are provided at some properties.

Beds will be made up with blankets, bedspreads and pillows. Linens will be provided for all beds in the residence.

In order to avoid additional charges, please be sure that all linens remain in the property when you leave.

## **SWIMMING POOLS, GOLF & TENNIS**

Guests staying in Jamaica Beach are welcome to utilize the newly renovated Jamaica Beach City Park and pavilion and boat launch.

Guests staying in Sea Isle are provided with a Guest Pass to access all neighborhood amenities including swimming pool, tennis courts, boat launch and park & pavilion.

Jamaica Beach guests may purchase a Guest Pass for access to Sea Isle's neighborhood amenities for \$25.00. One pass per family. Valid for 7 days. Guest Pass must be requested and paid prior to check-in.

## **GUEST AGREEMENT**

We require all guests to sign a Guest Agreement which outlines all local and subdivision rules. The Guest Agreement will be e-mailed to you, along with your Guest Registration forms and travel insurance information.

## **PROPERTY DAMAGES**

The Leaseholder will be responsible for any and all damages to the vacation property and/or its contents caused by the Guest, the Guest's family, or invited guests.

Leaseholder's liability for damages include loss or damage resulting from intentional acts, gross negligence, willful and wanton conduct, or damage or loss caused by a pet or other animal brought onto the premises by the Leaseholder, the Leaseholder's family, or invited guests.

If damage occurs during your stay, be sure to call the Property Manager right away so that we can take care of it for you.

Non-compliance with the Rental Contract, these rental policies, occupancy rules, subdivision restrictions, Guests' Agreement, or pet restrictions – as well as any illegal activity or conduct creating a nuisance, waste, hazard, or disturbance – are each grounds for immediate eviction without refund.

## **MAINTENANCE AND EMERGENCIES**

We have a terrific maintenance staff which is available seven days a week to take care of everything from routine maintenance to plumbing problems. If you need something, please call us immediately.

You will receive our Property Manager's telephone number at check-in.

## **ADVANCE RESERVATIONS**

For 2012 reservations, please call our Property Manager at (281) 850-9446 or email our office. There is a \$50 non-refundable Advance Reservation Fee.

Properties are available for advance reservations to departing Guests first; advance reservations may be made up to one year in advance.

## **LOST & FOUND**

We are not responsible for items left behind in properties. Every attempt will be made to locate lost items, but there is no guarantee that they will be found. Please check your property carefully before leaving.

There is a \$25 fee to search for and/or retrieve lost items; retrieved items may be picked up at our office or you may pay to have the items shipped to you.

Retrieved items are kept at the office for 10 days; after 10 days, the items are donated to charity.

## **HURRICANE POLICY, MANDATORY EVACUATIONS & TRAVEL INSURANCE**

We do not offer refunds in the event of a mandatory hurricane evacuation nor will we transfer the reservation to alternative dates in the case of an evacuation – whether involuntary or mandatory.

In the event of an ordered evacuation due to hurricanes or other storms, you are required by state law to evacuate the property. **If you have declined to purchase optional trip cancellation insurance, you shall not be entitled to a refund.** Refunds for the period of mandatory evacuation will be made solely by Travel Guard, provided the Guest has purchased optional trip cancellation insurance. Refunds and coverage issues will be processed and determined solely by Travel Guard. Refer to trip cancellation policy or contact Travel Guard directly for specific information and/or refund procedures. If you leave due to “Storm Warnings” or “Voluntary Evacuation,” we will not issue refunds. We will not issue refunds in part or in full for inclement weather.

**We strongly recommend that Guests purchase travel insurance for stays occurring during hurricane season - June 1 through November 30.** Insurance covers the rental rates, taxes and fees paid for the home you reserve. It does not cover the \$45 Accidental Damage Policy Fee or any other insurance policy premium.

**OFFICIAL NOTIFICATION: By signing the Rental Contract, each Guest acknowledges being offered insurance to compensate the Guest for losses or damages resulting from personal sudden illness, deaths, job loss, or loss of use of the property due to a hurricane or mandatory evacuation order. If the Guest refuses said offer to purchase travel insurance, the Guest understands that they shall not be entitled to a refund of any monies paid. The Guest also agrees to comply with all orders of evacuation.**

Once you have entered into a contract to rent a property, you are binding yourself to that property for that time. There should be no expectation of compensation or relocation because you don't like the property or because something in the property isn't working to your satisfaction.

Unlike a hotel, we cannot relocate you. As previously stated, we will make every effort to correct any malfunctions or problems encountered, but no refunds should be expected.

### **TRAVEL INSURANCE**

Things happen! Unforeseen circumstances such as sudden illnesses, job loss, deaths, or hurricanes do occur.

Travel Guard Trip Cancellation and Travel Interruption Insurance is offered to help protect your vacation investment. This insurance is optional, but we recommend it so that you may be financially reimbursed in case of unforeseen events.

Guests are strongly urged to purchase travel insurance for stays occurring during hurricane season (June 1 through November 30.)

For your convenience, Trip Cancellation and Interruption Insurance is now automatically added to all Reservations. This coverage is optional and is not a requirement of rental. Leaseholder is free to choose to waive this coverage by signing the Waiver of Coverage and deducting the premium from Advance Payment due, where applicable. Travel Insurance must be purchased at time of Reservation and is not refundable for any reason.

**For specific coverage information about Travel Guard Travel Insurance, please see their website at [www.TravelGuard.com](http://www.TravelGuard.com).** To speak with a Travel Guard representative, call 1-888-409-7749, 24 hours a day.

**PLEASE NOTE:** MK Properties Texas is an approved vendor for Travel Guard and licensed by the State of Texas. Actual Travel Guard Travel Insurance policies are purchased separately and any questions or issues regarding your specific travel insurance policy should be handled directly by Travel Guard.

## MISCELLANEOUS

*MK Property Management Services is acting solely in the capacity as management agent and is not the "Landlord" for purposes of Chapter 92 of the Texas Property Code with respect to the rental of any vacation home. Each rental of a vacation home is at will and on a day-to-day basis, and each Guest agrees that only one days' notice to vacate is required pursuant to Chapter 24 of the Texas Property Code, and that no notice to terminate the Guest's tenancy with respect to any vacation home is required pursuant to Chapter 91 of the Texas Property Code. To the fullest extent allowed by law, each Guest waives any notice or other requirement that a "Landlord" is required to provide to a "Tenant" under Chapter 92 of the Texas Property Code. To be effective, any notice or request for disclosure by the Guest with respect to the rental of the vacation home or otherwise with respect to these matters must be in writing and delivered to MK Property Management Services at its office address.*

*The rental of each vacation home is made with no implied warranties of merchantability, habitability, fitness for a particular purpose, or any other kind and each vacation home is rented in its present condition, "as is – with all faults."*

*Subject to the prior provisions in these Rental Policies regarding accidental damage to the house and its contents, Guest shall indemnify, defend, and hold harmless MK Property Management Services and the owner of the house, their employees, agents, and representatives, and all of their successors and assigns (together, the "covered parties), from and against any and all losses, claims, damages, liabilities, causes of action, costs, and expenses (including reasonable attorneys' fees) for personal injury or property damage arising from or in connection with Guest's right of access to the house and property, occupation or condition of the house and property, and/or use of the house and property, and **regardless of any negligence or strict liability on the part of any of the covered parties** and regardless of the form of claim whether at common law, strict liability, negligence, or under any statute or regulation.*

*MK Property Management Services does not discriminate with respect to the rental of vacation homes based on race, color, religion, sex, familial status, national origin or disability.*

*These Rental Policies and the Rental Contract constitute the entire agreement regarding the rental of the vacation home and, unless incorporated herein and therein, there are no other oral representations, warranties, agreements, or promises pertaining to the rental of the vacation home. All these matters shall be construed in accordance with the laws of the State of Texas, and exclusive venue with respect thereto is in the State Courts of Galveston County, Texas.*

*The terms and provisions of these Rental Policies may be revised and amended at any time, and from time to time, by MK Property Management Services, and if so revised and amended and furnished to the Guest prior to the Guest's occupancy of the vacation home, they shall for all purposes be considered effective and binding upon the Guest, as so revised and amended.*

*Rental guidelines change from time to time. The most current version is provided online at the Property Website.*

***PRICES, TAXES & FURNISHINGS ARE SUBJECT TO CHANGE WITHOUT NOTICE.***

## ERRORS AND OMISSIONS

**Every effort has been made to provide accurate and complete information on our printed material; however, we are not responsible for printing errors, omissions, equipment failure, changes in amenities or furnishings made by homeowners, or changes in views, neighborhoods or beach access.**