

SHORT TERM RENTAL AGREEMENT

This Short Term Rental Agreement (the "Agreement") is made by and between 993 Management LLC. DBA, The Overlook Event Center "Owner" and "Guest" as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Property. The property is located at: 169 Private Road 1710 Mico, Texas 78056.

The property is furnished for your convenience to make your stay pleasurable...Please enjoy but DO NOT remove plates, silverware, glassware, bathrobes, towels, blow dryer, etc. Plastic cups, plates, and plastic ware are available to enjoy poolside. (No glass is allowed poolside) Missing items will be billed accordingly.

3. Maximum Occupancy: The maximum number of guests per suite is limited to 2 Adults. (21+)

2. Term of the Lease. The lease begins at 3 p.m. on (the "Check-in Date") and ends at 12 noon on (the "Check-out Date").

5. Minimum Stay: This property offers a **1** night minimum stay. Longer minimum stays may be required during holiday, peak season, and weekends.

6. Rental Rules: Guest agrees to abide by the **Rental Rules** attached as **Exhibit A** at all times while at the property and shall cause all members of the rental party and anyone else that guest permits on the property to abide by the following rules at all times while at the property.

7. Access: Guest shall allow Owner access to the property for purposes of repair and inspection. Owner shall exercise this right of access in a reasonable manner.

8. Rental Rate and Fees

a. Deposit: **\$100.00 (authorize only-not captured/charged unless damages occur)**

The deposit simply places a reserve in the amount of \$100.00 on your credit card. You will only be charged accordingly if items are missing or damages occur.

- i. damage to property or missing furnishings;
- ii. dirt or other mess requiring excessive cleaning; or
- iii. any other cost incurred by Owner due to Guest's stay.

If the premises appear dirty or damaged upon Check-in, Guest shall inform management immediately.

b. Full payment are captured and billed at the time of making your reservation.

9. Cancellation Policy: If Guest wishes to cancel his/her reservation, the **deposit** will be refunded as follows:

Full refund if cancelled 16 days prior to the Check-in Date.

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No refund if cancelled less than **15** days prior to the Check-in Date

10. **Insurance:** Although not required by The Overlook Event Center, we encourage all renters to purchase traveler insurance.

11. **Payment:** Acceptable payment methods are **[We accept all Major Credit Cards-Debit Cards]**.

Upon check-out, REMOVE ALL PERSONAL belongings.

Exhibit A: Rental Rules & Regulations for guests of The Overlook Event Center

The following rules and regulations have been established for the benefit of all private members & public guests of the Overlook Event Center. As a lessee/guests you will be granted many privileges.

1. Smoking is absolutely prohibited inside the Suites/Event center. Smoking is only allowed in designated areas. (see grounds chart for details)
2. People other than those in the Guest party set forth above may not stay overnight in the property. Any other person in the property is the sole responsibility of Guest.
3. All of the units are privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Owners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.
4. Keep the property and all furnishings in good order
5. Only use appliances for their intended uses
6. Pets are NOT allowed.
7. Children are not allowed. This is an adult's only retreat facility.

8. Parking:

PARKING PASSES – Parking passes are located inside your Suite. Guests must display parking pass clearly in the front window of the vehicle. Failure to display may result in towing of vehicle at renter's expense.

9. **Housekeeping:** There is no daily housekeeping for 1 night stays. Guests staying 2+ nights will have the luxury of having a light housekeeping service. Please see full details inside your suite near your entrance door. We do not permit towels or linens to be taken from the units. For your convenience you will find beach towels in your bathroom cabinet for poolside use. For extended stays...fresh towels will be delivered as necessary.

10. **Hot Tub:** When using the hot tub, remember there is a certain health risk associated with this facility. Use at your own risk. Our staff Sanitize, and replenish chemicals in hot tub prior to your arrival.

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The HOT TUB is regulated and turned on by our guests...You will find a 30 minute timer near the hot tub. Turn on and repeat as needed to arrive at the perfect temperature. Enjoy!

11. Fireplace: The fireplace is for owner operation only. It is only operational during certain times of the year.

12. Water and Septic: The property is on a well and septic systems. **The septic system is very effective; however, it will clog up if improper material is flushed. DO NOT FLUSH anything other than toilet paper.** The water from the faucets is supplied by Dancing Bear Ranch's community central water system regulated by Aqua Texas. The water is potable and TCEQ compliant. If for any reason there is a boil water notice...you will be informed upon arrival and bottle water will be provided.

13. Storms:

If there is a storm or hurricane, no refunds will be given unless:

- The state or local authorities order mandatory evacuations in a "Tropical Storm/Hurricane Warning area" and/or a "mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning" area of residence of a vacationing guest.
- The day that the authorities order a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area, we will refund:
 - Any unused portion of rent from a guest currently registered;
 - Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten the stay, to come in after the Hurricane Warning is lifted; and
 - Any advance rents collected or deposited for a reservation that is scheduled to arrive during the "Hurricane Warning" period.

Swimming Pool & Fitness Center

The swimming and fitness facilities rules and regulations have been put in place to assure the safe operation of the pool/gym and to provide enjoyable recreational opportunities for all guests. Guests are requested to cooperate in observing these rules and to obey the instructions of the facility staff and management. Guests violating fitness and swimming rules are subject to the revocation of their privileges. No refunds will be given.

GENERAL RULES / ADMISSION POLICIES

1. **Guest Vouchers**: (ADULTS ONLY) Overnight guests will be provided with a maximum of **4 guest vouchers**. You may invite personal guests to enjoy the facility during the hours of (6am-10pm) during your stay. All your guests must sign the release and waiver form & keep the guest vouchers with them to be made available to present to management upon request. Your visitors may not spend the night unless they book their own Suite. Additional fees of \$225.00 per person per night will be assessed accordingly for noncompliance to this rule.

2. No one will be allowed in the swimming/fitness center area unless the pool/fitness center is officially open (see hours of operation). Entering the pool/fitness center area when it is not open for use is prohibited and may be considered a trespass.
3. **All persons entering the pool/fitness area must pay the appropriate admission fee or present proof of a valid membership or pass voucher for overnight guests. (Pass vouchers are included in your welcome packet in your suite.)**
4. Organized groups (**this clause applies to private members only**) must be directly supervised by the member hosting the party. All groups to schedule their parties in advance & are adult only bookings.
5. Facility Staff have the authority to enforce all pool/fitness center rules. Guests who repeatedly violate the rules or reasonable requests of staff may be ejected from the facility with no refund.

Hours of Operation

1. **Swimming pool: 6:00 a.m. to 10:00 p.m.**
2. **Fitness Center: 6:00 a.m. to 10:00 p.m.**
3. Fitness Center Entry: A biometric access control panel will provide access to all guests of the facility. This information will come in your entry details. Please note: **You may not allow outside parties access to the Overlook Amenity Center without a pass voucher. Vouchers are included in your welcome packet and must be presented upon request by Overlook management.**
4. Pool Entry: The main entrance to the Swimming Pool will be unlocked during hours of operation.
5. **All guests have been made aware that "The Overlook Events Center" will be booking events, overnight suites, and private memberships. Please be aware the pool and fitness center may be shared by these guests at any time and may be subject to early or temporary closure. No discounts or refunds will be given for temporary non access to the facility.**
6. The Overlook Event Center monthly calendar will Post Special Events in advance for viewing.

FACILITY

1. Refreshments & small coolers are permitted. No grills, gas or electric cooking devices may be brought onto the premise. If the Overlook Bar is open...poolside drinks must be ordered through the facility. Hours are to be determined and subject to change.
2. **Glass containers, illegal substance are not permitted.** No pets are allowed except required service animals but they are not allowed in the pool itself.
3. Employees are the only persons allowed in staff rooms, filter room, chemical storage areas and offices.

4. **Smoking in designated areas only.**
5. The pool/fitness center may be closed and cleared periodically for a safety check or to apply chemicals. This is a good time to head to the restrooms while our staff check and adjust chemicals to ensure proper sanitation of swimming pool water.
6. You pack it in. You pack it out. You are responsible for your area clean-up. All trash and personal belongings must be removed upon exiting the facility.

ATTIRE

1. All guests within the pool/fitness center area must be attired in swimming and/or fitness apparel. No street clothes are allowed in the pool. Clothing such as cut-offs, gym shorts and underwear is not permitted as swimwear. Swimwear should not have been worn for exercising immediately prior to pool use as soiled clothing can create an unhealthy swimming environment. All clothing must be colorfast and lightweight material suitable for swimwear, such as Lycra, Spandex or nylon. **Please Note:** Swimwear should be appropriate to a family friendly atmosphere. Please use good judgment.
2. T-shirts or Rash guards (which are more tight-fitting) designed for in-water use and which offer protection from the sun, will be permitted.
3. **Do not enter the fitness center at any time if you are wearing swimwear or are damp or wet.**

BEHAVIOR

1. No person within the pool area shall behave in such a manner as to jeopardize the safety and health of himself/herself and others. Such behavior, including abusive or profane language, shall be grounds for expulsion.
2. Loitering will not be permitted on the pool grounds or within any of its facilities.
3. Running, boisterous or rough play, pushing, acrobatics, dunking, wrestling, splashing, yelling, diving or jumping without care and caution, snapping of towels, improper conduct causing undue disturbances on or about the pool area or any acts which would endanger any patron are prohibited.
4. Spitting, spouting water, blowing nose, urinating or defecating in the pool is prohibited.
5. No prolonged underwater swimming for time and/or distance. Competitive or repetitive breath holding can be deadly and is not permitted. Hyperventilation is absolutely not permitted.
6. Gum chewing is not permitted anywhere in the pool area for health and safety reasons.

AGE, HEALTH & SAFETY RESTRICTIONS

1. Persons intoxicated or under the influence of drugs will not be permitted in the pool or fitness center areas.
2. Any injury occurring in the pool must be reported to the facility management supervisor immediately.
3. All members must take a cleansing shower before entering the water.

4. Any person having a skin disease, sore or inflamed eyes, cold, nasal or ear discharge, communicable disease or who is wearing any kind of bandage or Band-Aid to cover an open (unhealed) wound will not be permitted in the pool.
5. Any adult who is experiencing even a mild case of diarrhea may not use the pool. Persons with diarrhea should wait two weeks after symptoms end before returning to the pool. Pathogens of concern may still be shed up to two weeks following the end of symptoms.

EQUIPMENT / TOYS

1. Various pool accessories may be used as long as they do not become a nuisance to other guests.
2. Inner tubes, inflatable boats and rafts, or inflatable bathing suits are not permitted in the pool.
3. Coast Guard approved and labeled lifejackets designed to provide vertical support may be worn.
4. Face masks, snorkels, and goggles are permitted.
5. Individual non-facility music must be enjoyed using head phones or ear buds.

Safety and Diving RULES

1. **No diving. The American Red Cross cautions against diving into water less than 9 feet deep.**
2. **No running. Serious injuries may result.**
3. **Cart wheels, handstands and other such gymnastic activities off the side of the pool are prohibited.**

WEATHER / ENVIRONMENTAL CONDITIONS

1. During storms, the outdoor pool will be closed and the entire area cleared of members at the discretion of facility management. Due to limited cover, members are encouraged to leave the facility.
2. During electrical storms (thunderstorms) members must vacate the pool and seek shelter inside a substantial building.
3. The pools will not reopen until 30 minutes after the last clap of thunder.

PRACTICE HEALTHY SWIMMING HABITS

For public health reasons, standard diapers cannot be worn in the pool. A bathing suit must be worn over the plastic/rubber pants. Under Health Department standards, adopted on the recommendation of the Centers for Disease Control, accidents involving fecal matter now require longer pool closures. Prevention is far better than contamination, so please follow the CDC's Healthy Swimming Habits:

1. Adults who have had diarrhea in the last two weeks shouldn't go swimming.
2. Use the bathroom before getting into the pool. Take frequent bathroom breaks.
3. Shower before entering the pool and after using the toilet, remembering to clean all areas including the behind.

4. Avoid swallowing pool water or even getting it in your mouth.

Changing/Bathrooms

1. Guest must change in the gender-appropriate swimming pool bath rooms.
2. Please leave valuables at home. The Facility cannot be responsible for personal property or valuables at any time.
3. Food is not permitted in the swimming pool bath rooms.
4. The use of cameras, video cameras or any device containing camera equipment of any kind is prohibited in all bath rooms, shower, and changing facilities.
5. This facility assigns use of the restrooms and shower rooms in its recreational facilities strictly on the basis of anatomical or biological gender rather than on the basis of adopted gender.
6. Use of swimming pool bath room facilities is limited to members for the purpose of changing. Activities such as washing clothes, coloring hair, are not permitted.

Weight Area Etiquette

1. Weights may not be set against the wall, mirrors, benches or other equipment.
2. Weights or dumbbells may not be dropped on the floor or benches.
3. Other members must be allowed to “work in” between sets. Return weights to the tree or rack.
4. All posted workout facility rules and regulations must be strictly followed.

Cardiovascular Area Etiquette

1. During busy times or whenever someone is waiting for a machine, **observe the 30-minute time limit on all cardiovascular equipment.**
2. Wipe down all equipment after each use.
3. **Report damaged equipment immediately to facility management and immediately stop further use of damaged equipment.**
4. Individual non-facility music must be enjoyed using head phones or ear buds.

Lifejackets Float; Non-Swimmers Don't

1. Parents/Guardians/Supervisors must **ACTIVELY SUPERVISE** non-swimmers and keep them within arm's reach at all times.
2. **It is encouraged that coast guard approved and labeled lifejackets be worn by all non-swimmers.**

3. Please note that **No Lifeguard** is on the premises and will not be available for supervision.
4. The Facility is not responsible for any accident or injury.
5. There is a landline telephone in the Gym to be used in the case of an emergency.
6. **SWIM AT YOUR OWN RISK.**
7. **The Overlook Event Center does not provide Life Jackets.**

IMPORTANT NOTICE:

- **THE OVERLOOK EVENT CENTER IS NOT RESPONSIBLE FOR WATER AND/OR POWER OUTAGES. NO REFUND WILL BE GIVEN FOR CIRCUMSTANCES OUT OF OWNERS CONTROL.**
- **THE OVERLOOK EVENT CENTER IS NOT A HEALTH CLUB AND DOES NOT PROVIDE MEMBERS INSTRUCTIONS FOR A PHYSICAL EXERCISE PROGRAM. CLUB OVERLOOK IS A PRIVATE CLUB OFFERING DISCOUNTED RATES TO THE EVENT CENTER. THE USE OF THE POOL, HOT TUB, AND FITNESS CENTER ARE FREE AMENITIES BASED ON PACKAGE BOOKED.**

The Overlook Events Center Waiver and Release of Liability

In consideration of my use of any entity of the facility provided by **The Overlook Events Center 169 Private Road 1710 Mico, Texas 78056**, I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the company and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me, or my guest in, on, or about the premises, or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of the company. By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me or my guest, and I hereby fully and forever release and discharge the company, its insurers, employees, officers, directors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of said equipment and facilities.

I expressly agree to indemnify and hold the company harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me or my guest. I agree to be solely responsible for safety and well-being of my guest and myself. I understand that the company does not provide supervision, instruction, or assistance for the use of the facilities and equipment. **I further understand that there will be no lifeguard on duty at the facility/swimming pool and that The Overlook Event Center does not provide life jackets.** I agree to comply with all rules imposed by the company regarding the use of the facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

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I understand and acknowledge that the use of exercise equipment and swimming pool involves risk of serious injury, including permanent disability and/or death. **I understand that all swimming pool use is swim at your own risk. I further understand and agree that the Overlook Event Center its Owners/Staff/ and Sub/Independent Contractors are not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.** I understand and agree that my use of the facilities and equipment is only to be undertaken on my own personal time, and that my use of the facilities and equipment is not within the course or scope of my employment. **I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.**