

## Waiver, Release and Liability Agreement

Nacnoc LLC dba Buchanan Cabins, Concan, TX

In consideration of **Buchanan Cabins** furnishing services and allowing access to the property, I accept full responsibility for myself and all persons in my party or cabin during my stay. By my signature, I, on behalf of myself, my personal representatives and heirs, and all members of my party voluntarily agree to release, waive, discharge, indemnify, defend, save and hold harmless **Buchanan Cabins**, their employees and property owners from and against all losses and expenses and against all claims, demands, suits and actions for damages or injury (including death) to any person or persons arising from our visit to property owned or managed by **Buchanan Cabins**.

By signing below, I acknowledge that I have read, understand, and agree to this **Waiver and Release Agreement as well as the Buchanan Cabins Rental Agreement**. I also acknowledge that I have read, understand, and agree to abide by the Buchanan Cabins **Rules and Policies** and to pay for any damages that occur during our stay at Buchanan Cabins.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Cabin #: \_\_\_\_\_ Date: \_\_\_\_\_

License Plates/ Vehicle Desc: \_\_\_\_\_

## Waiver, Release and Liability Agreement

Concan Swimming Hole, LLC

Hwy 127 North East Side of the Bridge

In consideration of the **Concan Swimming Hole, LLC** furnishing services and allowing me access to the Swimming Hole, I accept full responsibility for myself and all persons in my party during my stay. Furthermore, I agree to abide by all posted rules, respect and take care of the property during my stay and limit the consumption of alcohol to refrain from drinking to the point of intoxication, as that term is defined by the Texas Penal Code.

By my signature, I, on behalf of myself, my personal representatives and heirs, and all members of my party voluntarily agree to release, waive, discharge, indemnify, defend, save and hold harmless the **Concan Swimming Hole, LLC**, their employees and the property owner from and against all losses and expenses and from and against all claims, demands, suits, and actions for damages or injury (including death) to any person or persons arising from our visit to property owned or managed by **Concan Swimming Hole, LLC**. I have read, understand and agree to all rules and policies set forth by **Concan Swimming Hole, LLC**.

By signing below I agree that I have read this **Waiver and Release Agreement** as well as the Concan Swimming Hole, LLC **Rules and Policies** and agree to all of the terms.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

# Buchanan Cabins

## Rules & Policies

**Reservation:** The person making the reservation must be 25 years of age or older, is responsible for the conduct and financial obligations of all occupants of the cabin or home and must be staying on the property for the duration of the rental.

**Damages & Missing Items:** Upon inspection of the property following your stay, Buchanan Cabins reserves the right to charge for any additional services required to return the property to the state it was in prior to your arrival.

### **Guests & Visitors:**

- Each cabin or home has a designated number of people that they can accommodate.
- Prior approval is needed for extra guests. **Extra guests just visiting for the day are \$10 per person.** Any **extra overnight guests**, if approved, are **\$15.00 per person per night for Cabins and \$25 per person per night for Homes.**
- Failure to fully disclose additional guests is cause for immediate cancellation of rental with forfeiture of all funds.

**Vehicles:** All vehicles on Buchanan Cabins property must be registered and have a car tag.

### **Parking:**

- Park in designated areas only.
- Car tags must be displayed at all times.
- Cabins have a maximum number of cars allowed. Ask or look at website for max # per cabin.
- No parking on the grass.
- Roads to and from cabins are not parking areas. Do not block access.

### **Pets:**

- Pets are allowed in our cabins at no fee. However, if there is pet hair or indications of a pet being in the cabin, a minimum \$50 fee will apply.
- All pets must be on a leash when outside of the cabin.
- It's preferred that all pets are crated when inside the cabin.
- Clean up after you pet.

### **Checkout:**

- Checkout time is 11 am for Homes and 12 pm for Cabins.
- Remove all trash and place in outside bins or in the bins in the garage.
- Wash and put up all dishes.
- Cabins or homes that have dirty dishes, furniture that has been re-arranged, have been smoked in, or are left excessively dirty are subject to an additional \$50 fee (minimum).

## **Buchanan Cabins Rules & Policies**

- 1) **SWIMMING HOLE:** Access to the swimming hole is through their entrance and at their posted rules and times. Wristbands and car tags are required for access. No additional fees apply for Buchanan Cabins guests. Guests of Buchanan Cabins can walk to the river at any time as long as wrist bands are worn.
- 2) **TENTS & RV'S:** No tents, camping, or RV's allowed.
- 3) **FIREWORKS, PINATAS, CASCARONES:** No fireworks, pinatas, or confetti eggs are allowed in or around any cabin or home.
- 4) **FIREWOOD:** No cutting of trees. Wood and charcoal are available for purchase at Neal's Store or Andy's.
- 5) **ATV'S:** ATV's and Off-Road Vehicles are not allowed.
- 6) **GLASS:** No glass or glass containers at or near the river.
- 7) **FIRE:** Fires and barbecue pits are not permitted at the river. Fires are permitted at cabins when not under a burn ban. Fires are allowed in fire pits only, if provided, at rental homes.
- 8) **SMOKING:** Smoking is permitted outdoors only. Excess yard cleanup for butts will result in additional charges to credit card on file.
- 9) **BEHAVIOR:**
  - a) Offensive language or behavior, use of illegal drugs, and underage drinking will not be tolerated and could result in eviction with no refund.
  - b) Respect your neighbors and keep music and noise to a minimum.
  - c) Respect your neighbor's privacy as you would your own. If reported to us or the local law enforcement, Buchanan Cabins reserves the right to evict you immediately and no refund will be given.
- 10) **QUIET TIME:** Quiet time is from 11 pm to 8 am.
- 11) **DESTRUCTION OF PROPERTY:** Anyone found willfully damaging our properties will be required to vacate immediately. If necessary, local law enforcement will be notified.

## Concan Swimming Hole LLC

### Rules & Policies

- 1) **HOURS** Our hours are from 10:00 am to 7:30 pm. All guests must vacate the premises before 7:30 pm.
- 2) **MUSIC** All music must be below 85 decibals from 10 feet away from the music source. Our staff will instruct you on appropriate sound levels. No profanity allowed in any songs being played.
- 3) **ENTRY** A designated person from each party will be required to fill out and sign all forms and that person is responsible for everyone in their party.
- 4) **WRISTBANDS** Every person is required to wear their wristband at all times.
- 5) **BBQ PITS** No BBQ pits or grills, no campfires, and no cooking of any kind allowed. Picnic only.
- 6) **PARKING** Parking is available in the designated areas only. No driving down to the river.
- 7) **GLASS** Glass containers are not allowed anywhere on the property.
- 8) **BEHAVIOUR** We are a family oriented establishment and expect every guests to behave accordingly. No profanity of any kind, no throwing objects, no lewd behavior, and no public intoxication.
- 9) **TRASH** Every guest must use the trash cans available. Keep the river and its banks clean.
- 10) **BATHROOMS** Restrooms are available for use and anyone caught otherwise will be charged with indecent exposure.
- 11) **EVICITION** Failure to comply with any of these rules will result in immediate eviction. No Refunds.

## BUCHANAN CABINS

### RENTAL AGREEMENT - General Terms and Conditions

#### RESERVATION:

The person making the reservation must be 25 years of age or older, is responsible for the conduct and financial obligations of all occupants of the cabin or home and must be staying on the property for the duration of the rental.

#### PAYMENTS AND PAYMENT SCHEDULE:

At time of reservation: 50% of total is due at time of reservation. If the credit card is declined, Buchanan Cabins reserves the right to cancel the reservation immediately.

If you have secured the rental property with a deposit, then it is understood between both parties that you accept the rental terms and conditions as stated.

15 Days Prior to Reservation Start (Rental Homes Only): Any balance remaining including additional guest fees or any special event fees that may be required. No personal checks will be accepted for balance due on arrival unless received two weeks prior to arrival date. If payment cannot be made by this time, you will forfeit the deposit as you are responsible for payment for the days that you reserved.

Arrival Date (Cabins Only): **The balance is due at check-in.** If payment cannot be made at that time, then you will not be allowed to check in to the cabin and you will forfeit the deposit as you are responsible for payment for the days that you reserved.

No checks will be accepted for balance due on arrival. Any check returned by the bank for whatever reason will be charged a \$50.00 statutory fee and possible cancellation of Reservation and all rights and privileges hereunder.

Payment of a reservation may be paid by cash, check, money order, cashier's check, VISA, MasterCard, American Express, or Discover.

Meeting the satisfactory standards listed on the check-in/check-out packet (for rental homes) will help ensure you will not be charged for any excess damage costs.

#### CANCELLATIONS:

If you cancel 30 or more days before arrival date, we will refund the deposit, less a 20% service fee. This includes a cancelled day on a reservation.

If you cancel less than 30 days before arrival date (this includes a cancelled day on a reservation), there will be no refund.

There are no exceptions to the cancellation policy due to weather or river related conditions. We understand that emergencies occur, and we will try to work with you.

All cancellations must be received in writing from the email address on file, at which time the property will be placed as available on our online reservations system.

## **DAMAGES AND MISSING ITEMS:**

A valid credit card number is required so that the Owner can reasonably recover cost of damages incurred accidentally or willfully by Guest(s). Buchanan Cabins requires a valid Visa, Master Card, American Express or Discover Card number on file in the event of damages. This is to cover any accidental or intentional damage, theft, unauthorized entry into the owner's supply closet, unauthorized pets, extensive cleaning required at check-out, smoking, exceeding occupancy limits or parking limits, and any other charges/policies in the Rental Agreement or Rules Policies, including any fines imposed on Owner/Manager by the City, County, State or Home Owner Association as the result of violation of any law, ordinance, rule or regulation or any fines or costs levied against Guest or visitors of Guest (Excess Damage Costs).

Upon inspection of the property following your stay, Buchanan Cabins reserves the right to charge for any additional services required to return the property to the state it was in prior to your arrival. Guest agrees that any Excess Damage Costs can be charged immediately to the Guest's credit card on file. Guest, by making this reservation, assumes full responsibility for any items found to be missing and any damage due to misuse, negligence or action on Guests or Guests visitor's part, except in the case of normal wear-and-tear reported to Manager within 24 hours of Check-in.

## **ACCOMMODATIONS:**

Some of our rental properties are privately owned and reflect the tastes of its owner(s); therefore, please do not rearrange the furniture. Furnishings vary based on the property type. **There will be a minimum \$50 fee for any furniture that has been moved or re-arranged.**

Every effort is made to assure accurate descriptions with no misrepresentation intended. Substitutions and refunds will not be made upon arrival for any reason.

### **Cabins:**

- Each cabin comes with pillows and bed covers as well as a TV, microwave, coffee maker, and charcoal grill.
- Only initial paper goods, such as toilet paper and trash bags are furnished.
- Guests must bring their own bed sheets, pillowcases, bath towels, kitchen towels, pots, pans, dishes, silverware, shampoo, and all personal items.
- Bed linens are available for an additional one-time fee of \$10 per bed.
- Limited kitchenware is provided for Cabins 49, 61 and HH. These items should be washed and placed back in their proper place when you leave the cabin or a cleaning fee will apply.
- Pets are allowed in our cabins at no fee. However, if there is pet hair or indications of a pet being in the cabin, a \$50 fee will apply. When outside the cabin, they must be on a leash and it's preferred that they are crated when inside the cabin.

### **Homes:**

- Each home has pillows, pillow cases, bed sheets, and light blankets and a fully furnished kitchen.
- Only initial paper goods, such as toilet paper, paper towels, and trash bags are furnished.
- Guests must bring their own bath towels, river/swimming pool towels, soaps, and shampoos.

- No pets are allowed at any of our rental homes.
- See property description online for any additional amenities.

#### **REPAIRS/RIGHT OF ENTRY/REFUNDS:**

Report all inoperative and/or missing equipment to Buchanan Cabins Manager immediately, as service must be scheduled and may require ordering parts. Problems will be attempted to be corrected as soon as possible.

Priority is given to air conditioners/heat, refrigeration, plumbing, water or electrical problems. To accomplish repairs, Agent or authorized employee, repairman and landlord will have right of entry. No refunds will be issued due to malfunctioning equipment/appliances, mechanical failures of appliances and electronics, interruption/loss of utilities (including cable), damage to Guest's belongings caused by the above, or inclement weather.

#### **NON-AVAILABILITY:**

Should the rental unit confirmed by Guest(s) become unavailable for any reason, Buchanan Cabins will inform Guest(s) when non-availability is absolutely certain. Every attempt to relocate Guest(s) to a comparable unit will be made unless Guest requests a full refund in which case all monies will be immediately refunded less costs incurred. Guest is responsible to pay any rental amount on an acceptable substitute rental home that exceeds the original reservation amount.

#### **OCCUPANCY:**

The rental period begins at check-in (generally 4 pm) on arrival date and ends at **11:00 AM for Homes / 12:00 PM for Cabins** on departure date. **Rentals are restricted to the specific number of occupants as described/advertised for each rental unit.**

ALL RENTALS ARE TO FAMILY GROUPS AND RESPONSIBLE ADULTS ONLY. Buchanan Cabins will not rent to anyone under 25 (legal photo ID required upon request) and leaseholder must be in occupancy of said unit during the entire lease period. Occasions such as Weddings, Receptions or "Parties" which increase the stated occupancy (even for a few hours) must be requested IN WRITING and approved by Buchanan Cabins.

Each cabin or home has a designated number of people that they can accommodate. Prior approval is needed for extra guests at **\$15.00 per person per day for Cabins and \$25 per person per day for Homes**, for both overnight and day guests, as most of our units will not accommodate extra persons.

**Failure to fully disclose additional guests is cause for immediate cancellation of rental with forfeiture of all funds.** Buchanan Cabins reserves the right to deny occupancy, evict and refuse refund to anyone at any time that appears to be detrimental to the property or violates policies outlined herein.

#### **VEHICLES:**

**All guests and vehicles must be registered.** This includes all day guests and any vehicle on Buchanan Cabin property. If a car is determined to be at your rental without being registered, your card will be

charged \$50 per day per car. It is your responsibility to register your guests and cars. Car tags and wrist bands will be required for all vehicles and guests accessing the swimming hole.

**ADDITIONAL RULES:**

- Access to the swimming hole is through their entrance and at their posted rules and times.
- There will be a minimum \$50 fee for any furniture that has been re-arranged.
- Failure to comply with the Homes Checkout Checklist will result in additional fees.
- No tent camping or RV's allowed.
- No fireworks, pinatas, or confetti eggs are allowed in or around any cabin or home.
- ATV's and Off Road Vehicles are not allowed.
- Fires: Fires are not permitted at the river. Fires are permitted at cabins when not under a burn ban. Fires are allowed in fire pits only, if provided, at rental homes.
- Smoking is permitted outdoors only. Excess yard cleanup for butts will result in additional charges to credit card on file.
- Offensive language or behavior, use of illegal drugs, and underage drinking will not be tolerated and could result in eviction with no refund.
- Respect your neighbors and keep music and noise to a minimum.
- Respect your neighbor's privacy as you would your own. If reported to us or the local law enforcement, Buchanan Cabins reserves the right to evict you immediately and no refund will be given.
- Quiet time is from 11 pm to 8 am.
- Anyone found willfully damaging our properties will be required to vacate immediately. If necessary, local law enforcement will be notified.

**GUEST OBLIGATIONS:**

- (a) Reasonable and orderly conduct by all tenants in the leased residence with respect given to the terms of this agreement, the property, the law, and the neighbors;
- (b) Guest(s) is/are responsible for damages as outlined under Damages and Missing Items section
- (c) Guests are expected to follow all rules set forth herein