



## **MOCKINGBIRD SUITES RENTAL AGREEMENT**

Guest Name \_\_\_\_\_

Email \_\_\_\_\_

Guest Home Address \_\_\_\_\_

Guest Phone \_\_\_\_\_ Second Phone \_\_\_\_\_ Total # of Occupants \_\_\_\_\_

Check-In Date \_\_\_\_\_ (After 3:00 PM)

Check-Out Date: \_\_\_\_\_ (Before 12:00 PM)

This Agreement constitutes a contract between the undersigned guest and Mockingbird Suites, LLC. Guest acknowledges and understands that by signing this Agreement, he/she has read and understands the written policies provided within and agrees with all statements included herein. As used herein, the singular shall include the plural and the plural the singular, the masculine shall include the feminine and the feminine shall include the masculine. The terms “Guest(s)” and “occupant(s)” are interchangeable. The term “Owner” shall mean Mockingbird Suites.

1. **NUMBER OF GUESTS.** The number of guests occupying a particular suite shall be determined by Owner and Guest at the time the reservation is made. Each party must contain one guest at least 25 years of age or older, and no guest may be under the age of 16 without prior consent of Owner. Guest agrees that the number of guests shall not exceed the total number of occupants stated herein. Occupancy by more than the stated number of guests will result in the termination of the rental and the forfeiture of all rental costs. Please notify Owner at least 48 hours prior to arrival to discuss changes in the number of guests.

2. **CHECK-IN/CHECK-OUT.** Check-in time is no earlier than 3:00 PM. Guest may request an earlier check-in time if needed, which may be accommodated at Owner’s discretion. Check-out is no later than 12:00 PM. No refunds will be made for early departures or delayed arrivals.

3. **PAYMENT TERMS & CANCELLATION POLICY.** Unless otherwise agreed upon by Owner and Guest, the total rental cost is required at the time of reservation. Cancellations made 7 or more days prior to arrival will result in a full refund of the rental cost. Cancellations made with less than 7 days notice, but at least 48 hours prior to arrival, will result in the forfeiture of 50% of the rental cost. Cancellations made less than 48 hours prior to arrival will result in full forfeiture of the entire rental cost.

4. **PROPERTY DAMAGE.** Guest agrees to leave the premises in a reasonably clean and undamaged condition. Guest agrees that he/she will be financially responsible for any and all property damage that may occur during the rental period which can be reasonably attributed to the Guest's negligence or abuse. By signing this Agreement, Guest hereby authorizes Mockingbird Suites, LLC, to charge Guest's credit or debit card for any property damage, excessive clean up or loss caused by any Guest to the suite or its contents. Guest hereby acknowledges responsibility for paying any additional amount to cover repair, replacement, or cleaning cost. Guest will be responsible for any missing items and theft will be prosecuted.

5. **NO SMOKING.** All suites are non-smoking. If it is found that any Guest has smoked inside the premises, Guest's shall be charged \$500.00 on the credit or debit card on which the rental cost was paid, and Guest, by signing this Agreement, hereby authorizes such charges.

6. **NO PETS.** No pets or animals are allowed inside the suite, or on the premises. If a pet or other animal in possession of Guest is found to be inside the suite or on the premises, Guest will be removed from the property and Guest agrees that the full rental cost will be forfeited and acknowledges that any damage or excessive clean up resulting from said pet or animal will be charged to Guest on the credit or debit card on which the rental cost was paid, and Guest, by signing this Agreement, hereby authorizes such charges.

7. **HAZARDOUS MATERIALS.** Guest shall not keep on the premises any item of dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion or that might be considered hazardous or extra hazardous by any responsible insurance company.

8. **TERMINATION BY OWNER.** Mockingbird Suites reserves the right to terminate this Agreement and retain the entire rental deposit in the event that Guest engages in unruly or inappropriate behavior that could injure any other Guest, the property or its contents. Guests shall not disturb or offend any other Guest staying on the premises. In order to preserve a quiet and peaceful setting, Mockingbird Suites reserves the right to refuse service or terminate rentals for drunken, loud, or otherwise unruly behavior.

9. **EMERGENCY RIGHT OF ENTRY.** Mockingbird Suites reserves the right of immediate entry in cases of emergency, or to protect or preserve the premises.

10. **CONDEMNATION AND ACTS OF GOD.** If for any reason the premises are condemned by any governmental authority, or destroyed through fire, act of God, nature or accident, this Agreement shall cease and terminate as of the date of such condemnation or destruction and Guest hereby waives all claims against Mockingbird Suites for any damages suffered by such condemnation or destruction.

11. **LOSS OF PERSONAL ITEMS.** Guest acknowledges and understands that each Guest is solely responsible for any loss by any person while on the premises including the loss of money, jewelry or any other personal item. Mockingbird Suites agrees to return any lost or forgotten items to Guest, at Guest's expense.

12. INDEMNIFICATION. Guest acknowledges and understands that each Guest is responsible for his/her safety and the safety, well-being and supervision of other occupants of the suite, and is solely responsible for any accident or injury to any person while on the premises, and Mockingbird Suites accepts no legal or financial responsibility. Guest hereby agrees to indemnify and hold harmless to the fullest extent of the law Mockingbird Suites, LLC and/or the property owner, Thomas Tracy, or its property management, of any and all liabilities or claims associated with personal injury or death.

13. ARBITRATION. Any controversy, claim or other dispute arising from or related to this rental agreement or the breach thereof, or the use of the property, shall be settled by binding arbitration in accordance with the Consumer Rules of the American Arbitration Association and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof.

14. SEVERABILITY. In case any part of this Agreement should be declared void or invalid, this will not have any effect on other parts of this Agreement, which can be in effect without the invalid terms; and therefore, the terms of this Agreement shall be deemed separable.

15. BINDING AGREEMENT. Guest acknowledges there is no rescission period once this Agreement is signed. It is the intention of the parties that the laws of the State of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties.

I have read and agree to the conditions and policies set forth in this Rental Agreement. *Acceptance by facsimile or email shall constitute binding acceptance of this Rental Agreement.*

Accepted by:

Guest Signature \_\_\_\_\_ Date \_\_\_\_\_

Guest Signature \_\_\_\_\_ Date \_\_\_\_\_

Credit Card Information:

Name on credit card: \_\_\_\_\_ Type: \_\_\_\_\_

Credit card billing address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Credit Card Number \_\_\_\_\_

Exp. date \_\_\_\_\_ CVV (Security) Code \_\_\_\_\_