

Welcome to the TIKI Condominium in South Padre Island, Texas! We sincerely hope you and your family enjoy your stay.

Please read, sign and return the Acknowledgement on page 5

<u>RESERVATIONS</u>: A reservation fee of one-third (1/3) of your rental amount (including taxes and cleaning fee) is required to secure a unit rental and the remaining balance is required to be paid in full fourteen (14) days prior to your arrival date. If the balance due is not paid in full within fourteen (14) days prior to your arrival date, the reservation is subject to cancellation and will result in 100% forfeiture of any money paid up to that date. Rates are subject to change at any time. You must be 23 or older to book a condominium. A valid driver's license or other government issued identification card must be provided for each person in the rental party. Per the Tiki HOA, the Tiki does not rent to "Spring Breakers." Spring Breakers are defined as, "A group of young adults under the age of 23, that are without older accompanying chaperones (parent or guardian).".

<u>All reservations require</u>: (1) a valid credit or debit card, (2) a signed Rental Agreement; and (3) a current driver's license or state-issued identification card.

<u>WRISTBANDS</u>: ARE TO IDENTIFY YOU AS A TIKI GUEST. There is no cost for wristbands for Tiki guests. Every guest must have a wristband. Visitors are also required to have wristbands and will have to check in and out at the office. ONLY 2 visitors are allowed per condominium per day. During high peak seasons and holidays, visitor wristbands are not issued. Visitor wristbands are strictly for use of the common areas and do not permit visitors to stay in the unit overnight. Any person on the property without a wristband is subject to immediate eviction

DAMAGE WAIVER FEE: The Tiki provides a Damage Waiver Program for a fee of \$59. This fee covers all **accidental** damages up to \$1,500. It is a non-refundable fee.

<u>CANCELLATIONS</u>: Reservations cancelled prior to 14 days from arrival date will be charged a \$55 cancellation fee. Reservations cancelled within 14 days or less prior to arrival date, will result in a 100% forfeiture of the total fees paid. Inclement weather cannot be considered a valid reason for refund. The only exception would be a forced evacuation of the island due to a hurricane.

<u>CHECK-IN & CHECK-OUT</u>: Check in starts at 4 p.m. on arrival date and check out is at 10 a.m. on departure date. If you plan to check-in after business hours, please call the office to make arrangements. Early check-ins are accommodated when possible but are not guaranteed.

<u>Office Hours</u>: Regular office hours are from 8:30 a.m. – 6:00 p.m. Extended hours are valid during some Holidays and all summer (May 15 – Sept 6), office will close on Friday and Saturday at 7 p.m.

<u>KEYS</u>: Keys are no longer issued. All Tiki Rental units are equipped with electronic locks. Upon check in, the guest will be assigned a four-digit code that is valid for the length of stay.

<u>PETS</u>: Upon booking you *MUST* report if you will be bringing a pet. If your unit is seen with a pet, you will automatically be charged a pet fee on the credit card you have on file. First pet fee is \$75.00, second pet fee is \$45.00. If the condominium is not pet friendly, a \$200 fine will be assessed. Please pick up after your pet or there will be a \$100.00 fine. Guests hereby agree to comply with the following:

- □ All pets must have current rabies vaccinations, all other vaccinations, and flea & tick treatment.
- \Box All pets must be leashed.
- \Box Any evidence of pets on furniture may incur extra cleaning fees.
- Guests are responsible for cleaning up their pet's refuse. TIKI will provide you with a map showing designated areas where trash bags are available.
- □ Pets must not cause damage to premises or furnishings. If damage occurs, the cost of the damage will be charged to the credit card on file.
- Guest should prevent pets from excessive noise at a level that disturbs neighbors.
- □ Pets must not be left unattended on balcony or porch.
- □ The TIKI assumes no responsibility for illness or injury that may occur to pets or humans while on the premises.
- Guests must ensure that pets do not enter the pool or disturb other guests in the pool area or common grounds.

<u>SMOKING</u>: All units at the TIKI are **SMOKE-FREE**. Upon check out, if cigarette, cigar or other smoke odors are detected inside a condominium, the registered guest will be charged a \$250 cleaning fee against their credit card. We have designated smoking areas located at all grilling stations.

<u>CLEANING</u>: The TIKI **DOES NOT** provide daily housekeeping services. However, arrangements can be made at the Front Desk for additional cleaning for an additional fee. Excessive cleaning fees will be charged against the booking credit card if the unit is left in an extremely dirty condition. The decision to charge this fee is at the sole discretion of Management.

<u>BBO PITS</u>: *GRILLS ON BALCONIES OR PATIOS ARE PROHIBITED!!* We have 4 designated areas for your convenience. Some grilling tools are available on a "first come, first serve basis" at the front office for guest's convenience. Make sure you return grilling supplies to the office to avoid any extra charges on account.

ILLEGAL ACTIVITIES: Any suspicion of any illegal activity by any guest will be automatically reported to local law enforcement. If a guest is arrested for any illegal activity, all other guests in the condominium of the arrested person will be subject to immediate eviction without refunding of rental fees.

VISITORS: Reservations are confirmed for the number of guests registered with the front office. Guests are subject to immediate eviction without benefit of any refunds of rental fees if more guests than listed are present on the property overnight. All visitors must check in at the front office for issuance of a wristband to be allowed on TIKI property. Registered guests are strongly encouraged to end visitation from visitors no later than 12 a.m. During high season, visitors are not allowed in the pools due to the limited pool size.

EMERGENCY ENTRANCE INTO UNIT: The manager, security guard or other representatives of the TIKI may enter any rental unit at any time, without notice, for the purposes of protection of property or others, and/or maintenance of the property.

<u>NOISE VIOLATIONS</u>: Registered guests and visitors may not interfere with the peaceful enjoyment of neighboring condominiums. Any noise complaints that result in a police report or police visit will result in loss of the rental fees and immediate eviction from the premises.

<u>PARKING:</u> All vehicles require a Parking Permit at the TIKI. Permits are available during check-in and must be displayed properly on the front rearview mirror. Only one vehicle can be parked by unit. The second vehicle must be parked by the office by Padre Blvd. Golf carts are considered vehicles and must also be registered. Trailers, jet skis, campers, or motor homes are not permitted on the property. Violations of the parking policy may result in vehicles being towed at the owner's expense. The TIKI is not responsible for any fees associated with towing or disablement of any vehicles owned or operated by guests on the property.

LAUNDRY FACILITIES: For your convenience, there is a coin operated laundry room on the premises. Limited change is available at the front desk.

TOWELS and LINEN: For Tiki Rental Program guests, a towel exchange is available for your convenience on Tuesday and Thursday from 11 a.m. -1 p.m. The TIKI's towels are NOT allowed in the pool area or at the beach.

LOST OR STOLEN ITEMS: Guests should lock unit and vehicles at all times. Personal items should not be left unattended at the beach or the pool, even for short periods of time. **The TIKI is not responsible for lost or stolen items while on TIKI property**.

BALCONY USE: Guests are prohibited from hanging towels, clothing or other items from balconies or patios.

<u>SWIMMING POOL:</u> THERE IS NO LIFEGUARD ON DUTY. ALL GUESTS SWIM AT THEIR OWN RISK. CHILDREN UNDER 12 YEARS OLD MUST BE SUPERVISED AT THE POOL AT ALL TIMES. THIS AGE LIMIT WILL BE STRICTLY ENFORCED!

- Normal Pool Hours are from 10 a.m. to 11 p.m. daily. Visitors of registered guests are required to have Visitor Wristbands and are allowed to use the pools with the registered guest except during restricted access periods. Restricted access periods are Friday thru Sunday March 1-31st, Easter Weekend, May 1st through August 31st.
- □ Pools will close at 10 p.m. during Spring Break.
- □ Beach sand must be rinsed off at the shower located at the top of the stairs on the seawall prior to entering the pool.
- □ All trash and belongings should be removed from the pool area when your use is completed.
- □ <u>No glass containers</u> are allowed in the pool area.
- \Box Consumption of food is prohibited in the pool area.
- □ Any person under the influence of alcohol or drugs is prohibited from entering the pool.
- □ Large rafts and boogey boards are not permitted in pool area.
- □ No running, jumping, diving, or horseplay is allowed in pools.
- □ Proper swimwear is required while in the pool. No cutoff jeans or street clothes are allowed.
- □ All infant and children not potty trained MUST wear swim diapers when in the pool.
- □ Any tampering with pool equipment or settings will result in an additional charge in the amount required to get the pool up to standard.

<u>INVENTORY OF FURNISHINGS</u>: An inventory of furnishings, décor, kitchen utensils, linens and towels is kept current by each property owner. Guests are responsible for any damaged and/or missing items.

REGISTERED GUEST'S RESPONSIBILITIES: The guest confirming the reservation acknowledges and accepts that he/she is responsible for the rental unit and will leave the property in the same condition as it was first rented. The guest confirming the reservation acknowledges that any damage or changes to the unit will be reported to the Owner as soon as possible. The guest confirming the reservation has read and understands all of the rental policies for the use of the unit and the property. The guest confirming the reservation understands that those policies will be fully enforced by management and that he or she is fully responsible for the acts of all registered guests and visitors to the unit.

INDEMNIFICATION: Registered guests agree to and do hereby indemnify and hold harmless the TIKI and the unit owner, his representative and assigns, from any and all claims, liability, and injury to person or persons upon the unit or property from any cause whatsoever. This full indemnification includes, and is not limited to, any and all suits, injury, costs, losses, action, court cost, attorney fees, penalties and damages of any kind, however caused (except for willful gross negligence) and any expenses arising from or related thereto; from the registered guest's rental, use and enjoyment of the property during the term of this agreement.

DATE

Tiki Condominium Vacation Rental Agreement

ACKNOWLEDGEMENT: I have read, understand, and agree to abide to all terms and conditions listed in this Agreement. I understand that any violation of these rules may result in eviction with no refund. I understand that the costs of extraordinary cleaning, excessive removal of garbage, lost keys, missing furnishings, and damages may be charged to my credit card. I authorize the property manager to charge my credit card for any damages or late check-out fees. I understand that if I vacate the property early for any reason or if I am evicted, I am not entitled to a refund.

I have read, understand, and agree to abide to all terms and conditions listed above.

SIGNATURE OF REGISTERED GUEST UNIT #