

SECTION I: PARTIES, PROPERTY, PREMISES, AND TERMS

This Short-Term Rental Agreement (the "Agreement") is a legally binding agreement made and entered into by and between **Slye Ranch, LLC** and **Guest**. All the individuals residing in The Cabin and/or The Copper Can are hereinafter jointly, severally, and collectively called "**Guest(s)**", and **Slye Ranch, LLC** (hereinafter called "**Homeowner**") concerning this short-term rental of The Cabin and/or The Copper Can located at 9261 FM 455 E, Pilot Point, Denton County, Texas 76258 (hereinafter referred to as "The Cabin and/or The Copper Can").

For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. The Cabin and The Copper Can are provided in "as is" condition. Homeowner shall use its best efforts to ensure the operation of all amenities. Homeowner shall not be held responsible for such items failure to work but will make every effort to correct any issues as reported as quickly as possible;
2. Rental Party: Guests must be 21 years of age or older to make the reservation;
3. Maximum Occupancy: The Cabin sleeps seven (7) comfortably. If Guest requests additional guests over seven persons, Homeowner must agree prior to booking the reservation. The Copper Can sleeps two (2) adults only.
4. Location of beds: Guest agrees that they are aware of the location of the beds in the Cabin. There is one King size upstairs in the loft; two X-long adjustable Twin size beds and one pullout double size sofa in the living area; and one X-long twin size bed in a very small room off the kitchen. The Cabin was and remains set up with the fishermen in mind. Additional air mattresses (two twin and two queen size) are provided upon request for use upstairs in the loft. The Copper Can has one adjustable vibrating queen size bed for one couple only;
5. The base rental rate is for two (2) guests. An additional charge per person per night for guests in addition to two (2) will be assessed;
6. Term of the Lease: The lease begins at 3:00 p.m. and ends at 11:00 a.m. *Checkout time is assumed to occur the day after your last reserved night;*
7. Rental Rules: Guest agrees to abide by the Rental Rules consolidated herein at all times while at The Cabin and/or The Copper Can and shall cause all members of the rental party and anyone else Guest permits at The Cabin and/or The Copper Can to abide by the Rental Rules at all times;
8. Access: Guest shall allow Homeowner access to The Cabin and/or The Copper Can for purposes of repair, inspection, and housecleaning. Homeowner shall exercise this right of access in a reasonable manner; and
9. Social Media Reviews: Guest agrees that the reviews Guest leaves can be used on our website and other social media sites.

Guest Acknowledgment

1. **Short-Term Rental:** It is expressly understood and agreed that this is a short-term vacation rental and is not a lease or other long-term residential tenancy agreement. This Agreement is only for the use of The Cabin and/or The Copper Can for the term agreed to via booking the reservation. It creates no property rights in Guest and no rights to renewal or for recurring usage. Guests expressly acknowledge and agree that this Agreement is for the short-term occupancy of The Cabin and/or The Copper Can and that Guest does not intend to make The Cabin and/or The Copper Can a residence or household;
2. **Succession, Assignment:** This Agreement is binding on, and the benefits inure to, the heirs and personal representatives of the parties. Guest hereunder, may not assign (in whole or in part) this Agreement or any rights;
3. ***As the Guest, I have been strongly recommended by Homeowner to purchase travel insurance to protect my vacation investment. Homeowner offers no refunds or reservation exchanges;***
4. By booking the reservation, Guest hereby agrees to be invoiced for any charges in excess of the Security Deposit and will pay the invoice upon receipt. **I, the Guest, understands Homeowner's strict no cancellation policy and therefore agrees that in the event of canceling the reservation for any reason whatsoever, the rental fees and Security Deposit are non-refundable;**
5. **Motion-detected Security Cameras:** Security cameras are present; and
6. **As the Guest, I agree to this Rental Agreement and Rental Rules and acknowledge that my booking the reservation serves as my electronic digital signature in agreement to the Short-Term Rental Agreement and Rental Rules.**

SECTION II: STANDARD RENTAL RATE, WEDDING VENUE, DISCOUNTS, TAXES, DEPOSIT, PAYMENT

1. The rental rate, corresponding occupancy tax, and security deposit are as invoiced;
2. Wedding Venue Fees are as agreed to between Homeowner and Guest. Equal amount monthly payments can be arranged with a \$500 down payment and the final payment paid one month prior to the wedding date;
3. DISCOUNTS:
 - A. Additional Guests of Parents of graduating students from the surrounding area colleges stay free with a two (2) night minimum stay;
 - B. Honeymooners that have their wedding at The Cabin receive their second night's stay free. The cost for Weddings is set at a low cost agreed upon between Homeowner and Guest. The cost of the Wedding is non-refundable;
 - C. 10% discount is given if the entire amount is paid in full upon booking the lodging and wedding venue;
 - D. Family Vacations – Well-Behaved Children are welcome. Infants under the age of three (3) stay free;
 - E. If you are a Professional Angler, with verifiable Angler status, request special rates when booking a reservation;
 - F. Discount of 10% is given to those returning Guests who paid the full base price originally and left an online review;
 - G. In appreciation of the men and women currently serving in the United States Military and Veterans of War we are pleased to offer discounts, please ask at time of booking your reservation;
 - H. **Please advise prior to booking your reservation that you have a verifiable referral or a current (15-Days) receipt from the following:**
 - i. Jim Walling, UCATCHEMGUIDESERVICE.COM;
 - ii. Lloyd Walker, XciteBaits;
 - iii. Black Mustang Ranch;
 - iv. Xcaliber Containers;
 - v. Singleton Farms; and
 - vi. Nicholas and Evelyn, Field DivisionMusic.com (receipt required)
4. SECURITY DEPOSIT: \$300.00 (refundable according to the Rental Rules.)
5. **RENTAL FEES, WEDDING COST, PARTY COST, INCLUDING TAXES AND SECURITY DEPOSIT ARE NONREFUNDABLE in the case of cancellation.**

RENTAL RULES

SECTION I: ARRIVAL/DEPARTURE, AND CANCELLATIONS:

1. ARRIVALS AND DEPARTURES: Arrival time is *no earlier than 3:00 p.m.* – If you are going to be checking in after dark, please contact Homeowner.
2. Guest will use the digital code provided prior to check-in to gain access to The Cabin and/or The Copper Can.
3. *Checkout time occurs the day after your last reserved night no later than 11:00 A.M. unless otherwise previously agreed upon time.*

SECTION II: DEPOSITS, DAMAGES, AND THEFT PROSECUTION:

1. As a part of your stay, you are required to pay a refundable \$300.00 security deposit when reserving The Cabin through an online third-party. The deposit is refundable by the seventh (7th) day after checkout date if reservation is made using a third-party. If the reservation is made directly through Slye Ranch Ray Roberts Lodging the security deposit may be waived with a valid credit card on file;
2. Should damage to The Cabin and/or The Copper Can, amenities, or furnishings; missing items; or any other cost incurred by Homeowner due to Guest's stay will be deducted from the Security Deposit. In all instances, Guest is responsible for the costs of returning the damaged and/or missing items to their original state or cost of replacement. If the cost is in excess of the Security Deposit, the additional cost will be invoiced to Guest and is payable upon receipt;
3. We understand accidents happen. If you break or damage something, please inform the Homeowner. The homeowner will use his discretion whether to deduct the breakage or damage from the security deposit. If something is broken or damaged **and** the Homeowner has not been informed, deduction from the security deposit or charges to the Guest's credit card on file will automatically be made; and
4. We consider theft as a crime. Any theft of any kind will be prosecuted to the fullest extent of the Law AND Homeowner will retain the entire security deposit or charged to the credit card on file no matter the value of the stolen item(s) including landscape rocks.

SECTION III: MAINTENANCE, REPAIRS, AND RULES:

1. As stated in the Short-Term Rental Agreement, The Cabin is provided in "as is" condition. This statement includes, but not limited to, Wi-Fi speed and/or service thereof, DirecTV service level, and lack of content;
2. The Cabin and the Copper Can are on septic systems. DO NOT FLUSH ANYTHING OTHER THAN TOILET PAPER. No feminine products should be flushed at any time. If anything other than toilet paper is flushed causing the septic system to be clogged, Guest will be charged for the service fees to remedy the problem;
3. We occasionally experience outages that are beyond our control. No refunds or compensation will be given for any outages including, but not limited to water, electric, Wi-Fi, DirecTV, and monitored security cameras;
4. The Cabin has one fire extinguisher located under the kitchen sink and another one upstairs under the desk. The Copper Can has one fire extinguisher located under the kitchen sink. The fire extinguishers are inspected and fully charged prior to Guest check-in. Guest agrees to use the fire extinguishers only for true emergencies and to report to Homeowner their use of the extinguisher(s);
5. Valuable items left behind by Guest will be held for the Guest and every reasonable effort will be made to contact the Guest for the return of such item(s). Items that are not claimed after 6 months become the property of the Homeowner;
6. DirecTV is provided at no additional cost. Pay Preview is blocked. Reformatting the TV **will** result in a deduction to your security deposit;
7. WI-FI is provided as a convenience only and is **NOT** integral to the Agreement. Data is limited; therefore, downloading any large amounts of data such as videos, movies, Netflix, YouTube, etc. requiring large amounts of data will result in either a deduction from the Security Deposit or charges to your credit card. The password to the WI-FI will be provided upon request;
8. The Copper Can does not have WI-FI. There is an LG Pad with unlimited data and a Roku device provided for Guest to use with their personal account;
9. Both the Cabin and the Copper Can have DVD players and a small DVD library;
10. Guest agrees to only burn the provided ethanol fuel in the Living Room Fireplaces and/or Table Top Fireplaces. Do not disturb the glass fireplace rock;
11. Guest agrees to remove shoes when entering The Cabin and/or The Copper Can. There are rugs stored underneath the beds located in The Cabin's living room to avoid soiling the living room area rug. Please no red wine;
12. Guest agrees to follow the posted instructions when operating the Washer/Dryer Combo. Washer/Dryer is for washing clothes only. Do not use fabric softener;
13. Children must be supervised at all times. Please no jumping on beds and furniture, throwing rocks, playing in the landscape rocks and fireplace rocks, climbing stairs, going barefoot outside, etc.
14. Children and Pets are not allowed in or around The Copper Can - PERIOD;
15. An additional charge of \$75 will be assessed for "child-proofing Cabin (removing and/or moving of glass). Parents it is your responsibility to keep children from playing with the art glass the Cabin is decorated with. Parents need to move any remaining glass to a safe place.
16. Replacement of damaged or missing remote controllers and/or keys will be deducted from the Security Deposit or charged to Guest's credit card;
17. Firewood is stacked next to the fire pit. Additional firewood can be purchased for \$15/wheelbarrow. Guest is to use the water hose to extinguish the fire prior to going inside for the night. The fire pit IS NOT TO BE USED ON WINDY DAYS OR NIGHTS. Guest can call Homeowner if they require assistance in lighting the fire pit;
18. One bag of Charcoal and one bottle of lighter fluid is supplied by Homeowner for the BBQ Grills;
19. Guest is responsible for cleaning the Charcoal and Electrical BBQ Grills or pay a \$50 cleaning fee;
20. **Quiet time starts at 11:00 p.m. CST;**
21. Extended stay guests staying longer than thirty-plus days will provide a written statement stating that: "I intend to stay at 9261 FM 455 E. Pilot Point, TX for longer than thirty-plus days." This statement is required for the hospitality tax to be waived;
22. We do our very best to provide our guests with their much-deserved privacy. Mondays are the scheduled days for mowing the grounds and general maintenance;
23. Watering the plants and grounds are usually done in the early morning hours. Don't be alarmed if you see flashlights during the night;
24. Trash pick up is on Wednesdays. Please put your trash in the trash receptacles Tuesday night. We do not have recycling;
25. Please turn off the outside flood lights prior to retiring for the night;
26. The front doors are to be kept shut at all times. The Cabin and The Copper Can are not Barns;
27. *Guest of the Copper Can using the Japanese soaking tub are to first take a shower prior to soaking in the Japanese soaking tub. The Japanese soaking tub are not for bathing (cleansing) – only for soaking;*
28. Bath towels or linens are not to be removed and are only to be used for their intended use of bathing or bed linens;
29. Makeup remover is supplied for the Guest's use to remove makeup;
30. Please use the scrub pads and/or the tan towels found in the closet for cleaning. Cleaning products for The Copper Can are located under the kitchen sink including the cleaning products for the shower;
31. **We do not charge the usual \$50+ cleaning fees, therefore we expect our Guests to leave The Cabin and/or The Copper Can AND surrounding grounds as they found it – CLEAN AND NEAT and only leave with what you came with (see Section II, Number 4.).**

SECTION IV: HOUSEKEEPING, PETS, SMOKING, AND PARTIES:

1. HOUSEKEEPING:
 - A. Daily housekeeping services are not included in the rental rate;

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- B. Guests staying longer than seven (7) days, Homeowner will wash all linens and bath towels between the hours of 11:00 a.m. and 3:00 p.m. on Mondays;
- PETS are allowed under the following conditions: With prior notification from Guest to Homeowner, pets are allowed at The Cabin as long as they remain contained in a crate when Guest is away. Guest acknowledges that The Cabin and The Copper Can are located in the country where wildlife roam and equine reside. **The Homeowner is not liable in any way to any kind of injury, including but not limited to death of a Guest's pet;**
 - SMOKING: Smoking is not allowed inside The Cabin and/or The Copper Can;
 - Please no littering of any kind including, but not limited to cigarettes, cigarette butts, bottles, cans, bottle caps, trash, etc.; and
 - PARTIES: Parties are **NOT** allowed without prior written approval and an additional fee is paid in an amount agreed upon by Homeowner and Guest. Small weddings or Family gatherings are permitted at a small additional fee agreed upon by Homeowner and Guest prior to check-in. If parties and or events are held, the grounds, The Copper Can, and The Cabin must be left in the same condition as when Guest arrived. At ALL times, children must be supervised by an adult.

SECTION V: INDEMNIFICATION AND LIABILITY

- SAFETY: Each Guest is responsible for his or her own safety and the safety, well-being, and supervision of the other occupants of The Cabin and/or The Copper Can;
- Accessing the top deck of The Copper Can is at your own risk. THE HOMEOWNER IS NOT RESPONSIBLE FOR ANY INJURIES OF ANY KIND, UP TO AND INCLUDING DEATH. Absolutely no children are allowed in or around the Copper Can;
- The outside of The Cabin *may* be monitored by motion detected Security Cameras. Homeowner will make every reasonable attempt to monitor the Security Cameras between the hours of 11:00 p.m. and 4:00 a.m. We only guarantee that we will do our very best to monitor the Security Cameras;
- INSURANCE: Guests expressly recognize that any insurance for The Cabin and/or The Copper Can damage or loss which the Homeowner may maintain on The Cabin and/or The Copper Can, does not cover the personal property of Guests and that Guests should purchase their own insurance for Guests and their visitors if such coverage is desired. THE HOMEOWNER IS NOT RESPONSIBLE FOR ANY INJURIES OF ANY KIND, UP TO AND INCLUDING DEATH;
- UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES;
- Guest and visitors of Guest hereby waive and release any claims against, and agree to indemnify and hold harmless to the fullest extent of the law Homeowner, its agents, heirs, executors, administrators, legal representatives, successors, assigns, employees or representatives, officially or otherwise, against any and all claims of personal injury or death or property damage or loss arising from use of The Cabin and/or The Copper Can and their amenities, regardless of the nature of the accident, injury or loss. Guest agrees to use The Cabin and/or The Copper Can, furniture, and its amenities, entirely at the Guest's own initiative, risk, and responsibility;
- SUCCESSORS: This agreement shall be binding on the agents, heirs, executors, administrators, legal representatives, successors, assigns, employees or representatives, officially or otherwise, of the respective parties;
- APPLICABLE LAW AND VENUE: THIS AGREEMENT AND ALL OF THE RIGHTS, DUTIES, AND LIABILITIES OF THE PARTIES ARISING FROM OR RELATING IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT, AND THE ENTIRE RELATIONSHIP OF THE PARTIES, SHALL BE GOVERNED, INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICT OF LAW RULES, AND ANY APPLICABLE LAW. ANY PROCEEDING TO ENFORCE OR CONSTRUE THIS AGREEMENT SHALL BE BROUGHT SOLELY AND EXCLUSIVELY IN DENTON COUNTY, TEXAS, UNLESS MANDATORY VENUE LAWS OR RULES PROVIDE TO THE CONTRARY;
- SAVINGS CLAUSE: In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein;
- Guest agrees to pay all reasonable costs, attorneys' fees, and expenses that shall be made or incurred by Homeowner enforcing this Agreement.

SECTION VI: RULES, REGULATIONS, AND ARBITRATION:


- By Guest's booking the reservation Guest acknowledges and agrees to comply with all such rules and regulations **and furthermore agrees that all fees, taxes, costs, and security deposit are non-refundable;** and
- ARBITRATION: ANY CONTROVERSY, CLAIM OR OTHER DISPUTE ARISING OUT OF OR RELATED TO THIS RENTAL AGREEMENT OR THE BREACH THEREOF, OR THE USE OF THE CABIN, 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.

In addition to the standard terms included herein, Guest acknowledges and agrees that the following additional terms and conditions apply to the Guest's rental of The Cabin and/or The Copper Can:

SECTION VII: GENERAL PROVISIONS: This Agreement contains the entire Agreement between the parties regarding the rental of The Cabin and/or The Copper Can and any changes, amendments or modifications hereof shall be void unless the same is in writing and signed by both the Guest and Homeowner or his Agent. Any notice given under this Agreement shall be in writing and sent to the contact information included below.

Guest's booking the reservation shall be deemed Guest's valid electronic digital signature as Guest's agreement to the above.

SECTION VIII: IN CASE OF AN EMERGENCY: CALL 911

Homeowner: 
Arthur L. Slye, On behalf of Slye Ranch, LLC

Questions, Concerns, or Special Requests, please contact:
Larry Slye or Lynn Slye
Slye Ranch, LLC
9261 FM 455 E (physical address)
P.O. Box 208 (mailing address)
Pilot Point, TX 76258
(940) 206 – 2974 (Please CALL instead of texting or emailing)
SlyeRanch@gmail.com