

# **RENTAL POLICIES**

**1802 Seawall**

## **Reservations**

Book on-line or by calling 409-765-5600. Booking on line is preferred. For further questions, email [kensheltonjr@gmail.com](mailto:kensheltonjr@gmail.com).

## **Check-In**

Check-in time for all Guests is at 4:00 p. m.

Our office is at 4425 P1/2, suite 109 please come there to check-in unless you have made other arrangements. The entrance is off the parking lot east of the building, the middle glass door.

At certain times of the year when the property is not completely booked, check-out and check-in times may be more flexible.

**Only the reservation holder is allowed to check in and receive keys.**

## **Check out**

Check-out time is 10:00 a.m. Drop the keys at our office by 10:00 a.m. to avoid additional charges.

## **Responsible Parties**

The person signing the Rental Agreement will be primarily liable for payments and for other liabilities with regard to the rental of this property. His or her primary residence address may be used for all notices or the address show on the registration form. We may also require others in the party to sign as guarantors and as responsible parties. Nothing herein shall lessen the responsibility of any other guest or invitee.

## How to Rent

- Call or check the calendar on our Web site to find an available date.
- Check the rate chart to determine the rate for the date you choose and email us to confirm availability and price.
- Download the Application/Registration form, fill it in and email it us at [kensheltonjr@gmail.com](mailto:kensheltonjr@gmail.com) or mail it to us at Kenneth Shelton, Jr. , P.O. Box 3123, Galveston Texas 77552.
- We will email you a packets containing:

Rental Agreement  
Rental Policies  
Operating Instructions

- Fill these out, sign them and return them to us at Kenneth Shelton, Jr, P.O. Box 3123, Galveston, Texas, 77552 with the required payment. For leases made more than 30 days in advance, we require a deposit (check or money order) of ½ the amount due plus fees. Note all leases made less than 30 days before check-in must be paid in full. We must receive this within 7 days of our email to you for us to confirm your booking.
- On receipt of the check and documents, we will confirm your reservation by email.
- Finally, check-in at our office and, at that time, pay the balance of the rent not previously paid.

### **Landlord shall provide:**

Linens and towels: Beds will be made and the house cleaned prior to your arrival, but laundry and maid service are not provided during stay. There is a clothes washer and dryer in the Main House.

Utilities paid by Landlord: normal electricity, gas, water. Landlord shall also pay for local telephone service in the main house. There is no phone service in the apartments. In the main house, Landlord also provides cable and high speed Internet, City garbage cans are provided for garbage on the north side of the alley about 40ft. from 18th Street; they are marked 1802. Pick-up is on Thursday.

Burglar Alarm: The property is equipped with a burglar alarm.

### **Use of the property:**

The party to whom it has been rented shall use the property only as a temporary vacation rental.

### **Subletting**

Without the express written consent of the Landlord, the property may not be sub-let nor occupied by any persons not originally registered.

### **Property Condition**

When you check-in, we expect that everything will be in working order. Please report any problems to the office immediately; we will make every reasonable effort to resolve the problem promptly. Guest accepts the property in its current condition.

There will be no reduction of rent for any mechanical failure whether of air conditioners, dishwashers, refrigerators, washers, dryers, cable TV, televisions, VCRs, DVD players, or any other appliances or amenities.

A Telephone is available in the main house, however, long distance service is blocked and personal cell phones must be used for toll calls. The two courtyard apartments do not have telephones and guests should bring cell phones.

The main house has high-speed Internet access.

**Under no circumstances should guest contact the telephone or internet/cable providers or anyone except Landlord for repairs. If this rule is violated, the guest will be responsible for any and all charges.**

Guest shall make no Alterations in the property, nor shall he take the inside furniture outside.

Landlord or his agents may enter the property at reasonable times to inspect the Property or to make repairs.

If something is not working or needs repair or replacement, please call us at our office 409-765-5600 or at one of the emergency numbers you will be given at check-in. We will endeavor to have the problem fixed as soon as practically possible.

## **Parking**

A limited number of cars can be parked at the property. The parking provided is “on-street” angle parking. RVs and campers will not fit and are not permitted in the parking area. It will be necessary to register the autos with the city.

## **Property Damage**

The Guest signing the Rental Agreement accepts responsibility for all damage to the property done by himself, his family or invitees. Nothing herein shall lessen or mitigate the responsibility of any guest or invitee for any damage caused or done by him.

## **Indemnity:**

To the fullest extent allowed by law, Guest shall indemnify, defend and hold harmless Kenneth Shelton, Jr. acting as Landlord and Manager of the property and also the owner of the property, his employees, agents and representatives, and all of their successors and assigns from and against any and all losses, claims, damages, liabilities, causes of action, costs and expenses (including reasonable attorneys' fees) for personal injury or property damage arising from or in connection with Guests right of access to the property, occupation thereof or condition of the property and/or use of the property, and regardless of any negligence or strict liability on the part of any of the covered parties and regardless of the form of claim whether at common law, strict liability, negligence or under any statute or regulation.

## **What to Bring**

Bring condiments and staples, coffee filters, paper towels, plastic wrap and aluminum foil, trash bags, dishwasher soap and dishwashing liquid, bath soap, shampoo, toilet paper, charcoal, beach

umbrella, beach chairs, beach towels, sun block and of course, the kids

### **Holding Over**

Guest shall surrender possession of the Property on termination of this rental agreement. Any possession by Guest after the termination creates a tenancy at sufferance and will not operate to renew or extend this rental agreement. If occupying the main house, Guest shall pay \$2,000 per day during the period of any possession after termination as damages in addition to any other remedies to the landlord is entitled. For either of the courtyard apartments, the charge shall be \$300 per day. If more than one unit is occupied, charges shall be cumulative. However, if the property has been committed to other guests, the holding over rental shall be double that prescribed above. To avoid holding over rental, Guests who wish to extend their stay should make arrangements with Manager.

### **Cancellation and Refunds**

- Refunds are not given for rainy days or overcast skies or weather conditions.
- Refunds are not given for hurricanes or mandatory evacuations during hurricane or severe storm threats.
- Refunds are not given for early departures.
- Refunds are not given in the event of power, cable and telephone outages, which do occur occasionally on Galveston Island. We will report the outages; however, no refunds will be given due to these outages.
- **Refunds are not given for appliance, plumbing or mechanical failure, utility failure, or other circumstances beyond our control.**
- **Cancellations sixty or more days prior to date of arrival.** Cancellation by Guest: a full refund will be issued, less the Cancellation Fee (\$150), Cancellation by landlord may be made only for cause such as damage that renders the property un-rentable or the property having been sold or otherwise taken out of weekly rental. In the case of cancellation by Landlord, Guest shall be returned all sums paid.

- **Cancellations fewer than sixty days prior to date of arrival:** Sixty days prior to rental, Guest is committed to pay the full rental fee. Should Guest cancel or fail to check-in in a timely manner, **Canceling Guest shall receive no refund except to the extent Manager, in his sole discretion, is able to re-rent the** property and mitigate the damages. Then the Cancellation Fee (\$150) shall be deducted from the refund. Cancellation by Landlord within this period may be made only for cause such as damage that renders the property un-rentable or the property having been sold or otherwise taken out of weekly rental or other similar cause. In the case of cancellation by Landlord, all sums paid by Guest plus a fee of \$150 shall be refunded. There will be only one such fee per rental group.

## **Refunds**

Any refund to which Guest is entitled will be issued within 30 days after cancellation.

## **Travel Insurance**

We strongly recommend that you take Trip Cancellation and Travel Interruption insurance - remember Hurricane Rita and the mandatory evacuation in 2005! There are a number of insurance companies that can be found on the Internet. One that is used by other Galveston Companies providing Weekly Rental is Travel Guard. **PLEASE NOTE: Travel Insurance must be purchased when you make your initial reservation. We have no personal experience with this company.**

## **Hurricane Policy, Mandatory Evacuations and Travel Insurance**

We do not offer refunds in the event of a mandatory hurricane evacuation. As stated above, we strongly recommend that guests purchase travel insurance for any stays, but particularly for those occurring during hurricane season (June 1 through November 30.)

**OFFICIAL NOTIFICATION: Guest acknowledges being informed of the recommendation to purchase Travel insurance to compensate Guest for losses or damages resulting from loss of use of the property due to a storm or mandatory evacuation order. Guest he is not entitled to a refund of monies paid to landlord or to Management Company. Guest agrees to comply with all orders of evacuation**

## Rules

We will rent only to responsible adults over the age of 25 and to family groups. Manager must agree to any use of the property for purposes other than family vacations at the time of the reservation. Occasions such as parties, weddings, receptions, company meetings gatherings or picnics are generally not allowed. We do not rent to prom groups, school or graduation groups, fraternities or sororities or youth groups with or without adult supervision. **Adults cannot rent properties on behalf of underage guests.** Guests must comply with these Rental Policies and all city and state laws. In most cases, a refundable security deposit will be required either in cash or check. This will be refunded in full if the house is left reasonable tidy and if there is no damage, the refund to be mailed within 5 days after the property is vacated.

The maximum number of guests allowed in the Main House is 12; in each Courtyard apartment, it is 2. Infants for whom you are bringing a crib are not counted in this total. All guests and their vehicles must be listed on the Guest Registration form and registered with the city.

- House occupancy will not be exceeded.
- Loud music and noise is prohibited.
- All cars & guests will be registered with the rental office at check-in and with the city.
- Motor homes, campers and tents are prohibited and may not be parked or hooked up at the property.
- Barbeque grilling is only permitted on the ground level in uncovered areas.
- The house is NON-SMOKING. Smokers will smoke outside and dispose of butts properly.
- No pets are allowed at the property.

- Fish will not be cleaned on the property.
- Garbage will be put in securely tied plastic bags and placed in the green trash cans provided in the alley.
- In the case of a mandatory evacuation, Guests agree to evacuate homes as per City of Galveston orders.
- In the case of evacuation, the decision to re-enter the house is solely that of the Property Management Company.

Many of the items in the home are antique and have substantial age and value. Guest agrees to treat the furniture and all Landlords' property with care. No glasses or cups will be placed directly on wood furniture.

**Non-compliance with the Rental Agreement, these Rental Policies, occupancy rules, city ordinance, or pet restrictions, or any illegal activity or conduct creating a nuisance, waste, hazard or disturbance or having given false information while renting the property, are each grounds for immediate eviction without refund.**

## **Lost and Found**

We are not responsible for items left behind in properties. We will attempt to locate lost items, but there is no guarantee that we will find them. Please check your property carefully before leaving. There is a \$25.00 fee to search for and/or retrieve lost items, plus shipping fees. The fees will be either charged to your credit card or paid by money order. Retrieved items are kept at the office for 30 days; after 30 days, the items are donated to charity.

## ***Miscellaneous***

**Kenneth Shelton, Jr. "Landlord" for purposes of Chapter 92 of the Texas Property Code with respect to the rental of this vacation property and is also acting as Manager.**

**The rental of this vacation property or any part there of is at will and on a day-to-day basis, and each Guest agrees that only one days' notice to vacate is required pursuant to Chapter 24 of the Texas Property Code, and that no notice to terminate the Guest's**

**tenancy with respect to any portion of this vacation property is required pursuant to Chapter 91 of the Texas Property Code.**

**To the fullest extent allowed by law, each Guest waives any notice or other requirement that a "Landlord" is required to provide to a "Tenant" under Chapter 92 of the Texas Property Code.**

**To be effective, any notice or request for disclosure by the Guest with respect to the rental of the vacation property or otherwise with respect to these matters must be in writing and delivered to Kenneth Shelton, Jr. at his office address PO Box 3123, Galveston, Texas 77552.**

**The rental of each vacation property or part there of is made with no implied warranties of merchantability, habitability, fitness for a particular purpose, or any other kind and each vacation property or part thereof is rented in its present condition, "as is - with all faults".**

**Landlord does not discriminate with respect to the rental of vacation property based on race, color, religion, sex, familial status, national origin or disability.**

**These Rental Policies and the Rental Agreement constitute the entire agreement regarding the rental of the vacation property and unless incorporated herein and therein, there are no other oral representations, warranties, agreements or promises pertaining to the rental of the vacation property. All these matters shall be construed in accordance with the laws of the State of Texas, and exclusive venue with respect thereto is in the State Courts of Galveston County, Texas.**

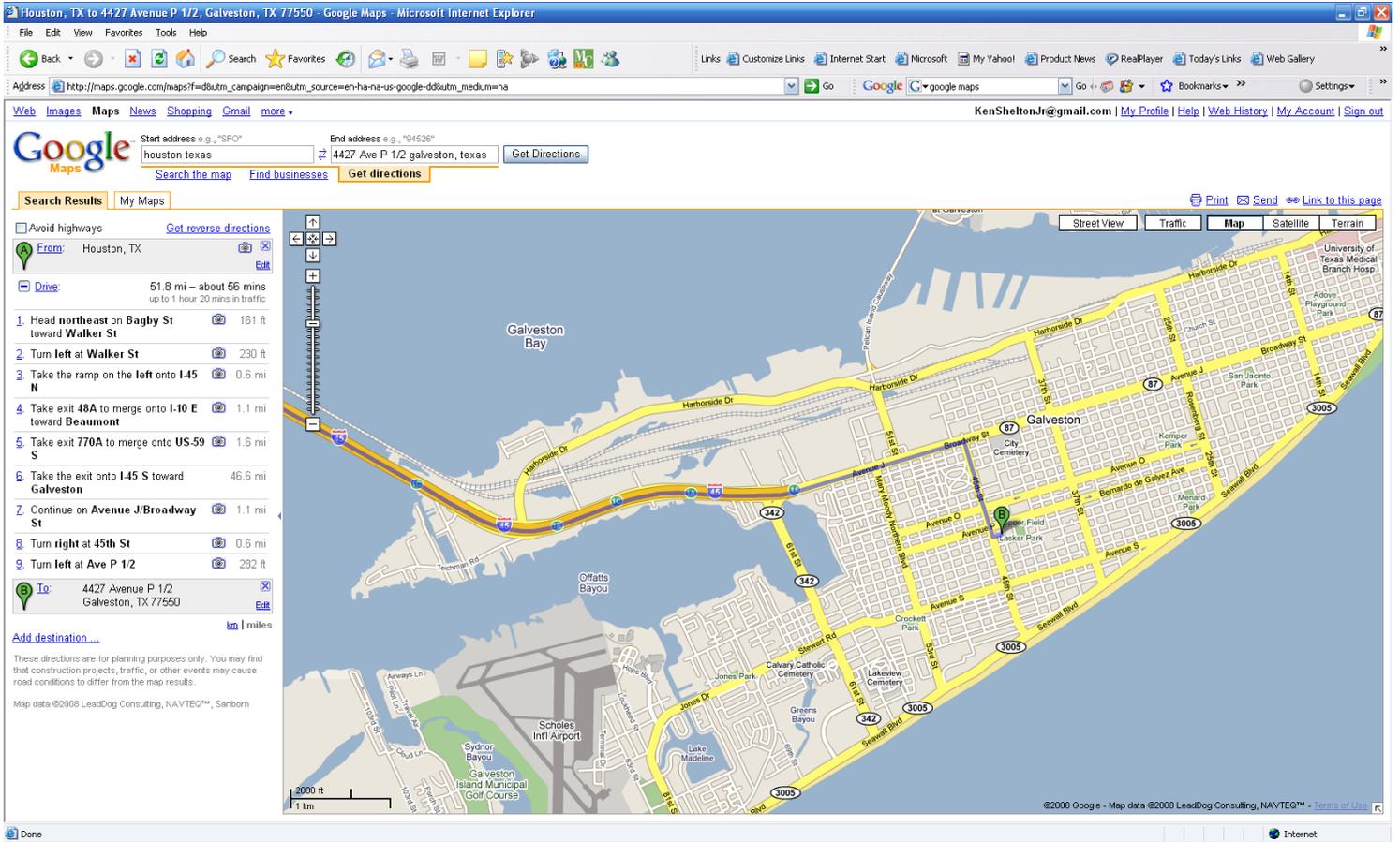
**The terms and provisions of these Rental Policies may be revised and amended at any time, and from time to time, and if so revised and amended and furnished to the Guest prior to the Guest's occupancy of the vacation property, they shall for all purposes be considered effective and binding upon the Guest, as so revised and amended. The most current version is on our website, [www.galvestonseawallhousea.com](http://www.galvestonseawallhousea.com) and will also be provided to you along with your Rental Contract.**

Rental Policy  
1802 Seawall

**As used herein Guest, Tenant, and Lessee are interchangeable.  
Guest shall be deemed to include all guests residing in the house.**

**Prices, Taxes, and Furnishings are subject to change without  
notice.**

# Rental Policy 1802 Seawall



Map to 4427 Ave P 1/2