

**SHORT TERM VACATION RENTAL AGREEMENT**

**HOST: The White House Ranch**

**ADDRESS OF PROPERTY: 46659 Hwy 169, Presidio County, Texas**

**24/7 CONTACT: Maya Ressler, Manager (469) 422-4587**

**Pene Ferguson, Owner (432) 295-1658**

RENTER'S NAME: \_\_\_\_\_

AGE: \_\_\_\_\_ DRIVER'S LICENSE #: \_\_\_\_\_ STATE \_\_\_\_\_

ADDRESS: \_\_\_\_\_ EMAIL: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

NUMBER OF GUESTS: Adults (over 18 years of age) \_\_\_\_\_ Minors \_\_\_\_\_

CHECK IN DATE: \_\_\_\_\_ CHECK OUT DATE: \_\_\_\_\_ # NIGHTS: \_\_\_\_\_

Rent: \$ \_\_\_\_\_

Cleaning fee: \$200.00

\*Property fee: \$25.00 \*Third-party vacation sites may charge an additional fee.

Pet fee: \$ \_\_\_\_\_

HOTEL TAX \$ \_\_\_\_\_

Total paid: \$ \_\_\_\_\_

Remainder due: \$ \_\_\_\_\_

**This agreement is a short-term vacation rental contract and differs in Texas law from that of a residential lease. The property manager/owner or representative has the right to enter the property with reasonable notice for the protection, inspection, or maintenance of the property, and/or enforcement of this agreement up to but not limited to full eviction and forfeiture of all amounts paid.**

**TERMS AND CONDITIONS**

You must be 21 years of age to rent this property. By signing this agreement, you acknowledge that you are 21 years of age or older. You agree to pay the fees contained herein, and any damages caused to the property or the owners by you as a result of your stay.

**CHECK-IN:** Check-in time is 3 p.m. CST, so guests may meet with the manager as early as 2:30 in Marfa. This is an agritourism rental, and includes ranch acreage as well as the house. It also includes certain host services. Guests can be met by the manager in Marfa, Texas prior to check-

in, and guided out to the Ranch. The manager or owner will introduce you to the house and Property (either in person or by video), and be available to answer any questions you may have. She will be available by phone through your stay, to assist you with any problems, and to provide add-on services (such as guided sight-seeing, history tours, or guided hunts) if requested and arranged prior to your arrival. Please inspect the Property upon arrival, and report any problems you discover, including inadequate cleaning, damage, or missing supplies, to the manager immediately. This will enable us to fix the problem immediately, so that your stay is not impacted. If you are meeting us in Marfa for check-in, you must arrive no later than 8:30 pm. If you experience an unavoidable delay, please contact us as soon as possible by phone, so that we can make special arrangements.

**CHECKOUT:** Check out time is 12:00 noon CST. Prior to checkout, please follow the following instructions:

- Pick up all trash in and around the house, and deposit it in the containers by the barn
- Place all dirty dishes in the dishwasher
- Handwash any pans or dishes that will not fit in the dishwasher
- Leave beds that you used unmade
- Used towels should be left in the tub or shower.
- Make sure all doors and windows are locked and shut, and lights turned off.
- Please empty the refrigerator completely.

**HOUSEKEEPING AND OTHER MATTERS** When you arrive, the property will be clean and set up with linens. We have included the following supplies to accommodate the appropriate number of guests:

- Bath towels, hand towels, wash cloths.
- Bed sheets and blankets
- Initial supply of dishwashing soap, hand soap, hand sanitizer, paper towels and toilet paper
- Sample supplies of necessities that guest may have forgotten to bring
- Trash bags
- Coffee and tea
- Some basic kitchen spices and cooking oil
- Laundry and dishwashing detergent
- Folding lawn chairs for your use

Lock all doors when you leave the house to keep your personal items safe. Property manager and property owner are not liable or responsible for personal items left behind, lost or stolen. If you leave an item behind and wish to have it returned, call us as soon as possible and if found, we will arrange for shipment.

PLEASE READ ALL INSTRUCTIONS OR RULES AS SOON AS YOU ENTER THE PROPERTY. **IF YOU ENCOUNTER ANY PROBLEMS, PLEASE CONTACT THE MANAGER IMMEDIATELY. WE WILL WORK WITH YOU TO ADDRESS ANY CONCERNS THAT AFFECT YOUR STAY, BUT WE WILL NOT REFUND ANY RENTAL PAYMENTS TO A GUEST WHO STAYS ON THE PROPERTY, AND LATER MAKES COMPLAINT AND REQUESTS A REFUND (THROUGH THE OWNER, AIRBNB, VRBO, OR ANY OTHER THIRD PARTY). IN THE EVENT OF ANY**

**CONFLICT BETWEEN THE TERMS OF THIS CONTRACT, AND A CONTRACT WITH A THID PARTY RELATED TO THIS RENTAL, THIS CONTRACT CONTROLS.**

**CONDUCT ON THE PROPERTY:** By signing this agreement, you acknowledge that you are responsible for the conduct of all persons you invite or allow to remain on or in the property during the dates of this reservation. Your reservation is confirmed for only the number of guests listed on your confirmation. You acknowledge that you will personally occupy the property, not rent it for children, friends, relative or anyone else. Subleasing the property or advertising the property in any form including but not limited to digital or social media is strictly prohibited.

Exercise reasonable and ordinary care while out on the Property, keeping in mind that it is home to various wildlife, some of which can be dangerous. This is an historic property, built in the 1880s. It should not be considered “child safe”, and children should be supervised accordingly. The Ranch is located in the desert region of West Texas, and this lease grants you access to the acreage surrounding and fenced around the house, including a natural spring. PLEASE REVIEW THE SEPARATE RELEASE, WAIVER OF LAIBILITY, INDEMNITY AND PARENTAL CONSENT AGREEMENT carefully, and do not rent this Property if you are not prepared to sign it.

**CANCELLATION POLICY:**

- 100% refund if you cancel up to fourteen days prior to the arrival date.
- 50% refund (minus the service fee) if you cancel up to seven days prior to the arrival date.
- No refund if you cancel after seven days prior to arrival date.

*Force Majeure.* There may be circumstances beyond our control and contemplation, in which the property might not be available for your booking, or your stay might be interrupted. Examples of these include (but are not limited to) extended power or other utility outage (lasting more than one day), severe weather, destruction of or severe damage to the property. In the event of *Force Majeure*, we will do our best to make alternative arrangements for you where possible. If we cannot, or if the alternative arrangements are not acceptable to you, then we will refund all monies paid for time you were not able to stay on Property. This will be the full extent of our liability to you in such circumstances, and we will not be responsible for any other costs connected with any such cancellation.

This Agreement is interpreted and governed by the laws of the State of Texas. Any action arising out of this Agreement shall be brought in Presidio County, Texas. The waiver by either party of any breach of any of the terms herein shall not operate or be construed as a waiver of a subsequent breach of that or any other term of provision of this Agreement.

By signing this agreement, I agree to all terms and conditions.

Renter's signature: \_\_\_\_\_ Date: \_\_\_\_\_

**RELEASE, WAIVER OF LIABILITY, INDEMNITY  
AND PARENTAL CONSENT AGREEMENT (“AGREEMENT”)**

In consideration of being permitted to be a Guest at the White House Ranch (“Ranch”), for myself, my personal representatives, heirs, agents, and next of kin:

1. I ACKNOWLEDGE, AGREE, AND REPRESENT that I understand the inherently dangerous nature of residing, hiking, driving and like activities in rural and agricultural areas, particularly doing so in the far West Texas border desert environment. I further acknowledge that I will be traveling over unpaved roads and unmaintained natural areas, upon which hazards are to be expected. I will not participate in any driving, hiking or hunting on the Ranch if I am under the influence of alcohol, illegal or prescription drugs, or any other intoxicant.
2. I FULLY UNDERSTAND that:
  - a. The Ranch is part of the desert regions of West Texas, and is home to some dangerous animals and insects that can cause serious bodily injury or death, and that participating in outdoor activities involves risks.
  - b. These risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others, including owner or owner’s agents, invitees, trespassers, the condition of the area, acts of God or nature;
  - c. There may be other risks and social and economic losses either not known to me or not readily foreseeable at this time.
3. I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, BODILY INJURIES, DEATH, PROPERTY DAMAGE, AND OTHER DAMAGES I INCUR as a result of my (or the minor named below) being a Guest at the Ranch .
4. I HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE The White House Ranch, B2 Rock House Ranch, LLC, or their respective administrators, directors, agents, officers, members, employees, contractors, or volunteers, and other participants (each considered one of the “releasees” herein) FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, INJURIES, OR DAMAGES SUSTAINED DURING MY PARTICIPATION IN THE ACTIVITIES, WHETHER CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE, FIRST AID, OR EMERGENCY ASSISTANCE OPERATIONS.
5. I FURTHER AGREE THAT if, despite this AGREEMENT, I or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from all litigation expenses, attorneys’ fees, loss, claim, liability, damage, judgment or cost which any may incur as the result of such claim. I FURTHER INDEMNIFY, SAVE AND HOLD HARMLESS, releasees from all litigation expenses, attorneys’ fees, loss, claim, liability, damage, judgment or cost that may be made against releasees by any third party arising from or in any way related to my participation in the activities.

AGREEMENT AND WARNING: I UNDERSTAND AND ACKNOWLEDGE THAT AN AGRITOURISM ENTITY IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AGRITOURISM ACTIVITIES. I UNDERSTAND THAT I HAVE ACCEPTED ALL RISK OF INJURY, DEATH, PROPERTY DAMAGE, AND OTHER LOSS THAT MAY RESULT FROM AGRITOURISM ACTIVITIES. I HAVE READ THE AGREEMENT, FULLY UNDERSTAND ITS TERMS, HAVE HAD ANY QUESTIONS ANSWERED FULLY AND TO MY SATISFACTION, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. IF THE PARTICIPANT IS UNDER THE AGE OF EIGHTEEN, THEN I SIGN ON BEHALF OF MYSELF AND AS PARENT/GUARDIAN OF THE CHILD, ON HIS OR HER BEHALF. I HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT, DURESS, OR ASSURANCE OF ANY NATURE. I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST

AND BROADEST EXTENT ALLOWED BY LAW. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. THIS RELEASE CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES TO THIS AGREEMENT AND THE TERMS OF THIS RELEASE ARE CONTRACTUAL AND NOT A MERE RECITAL.

PRINTED NAME OF PARTICIPANTS: \_\_\_\_\_

\_\_\_\_\_

(or Parent/Guardian if participant is under the age of 18)

PRINTED NAME OF MINOR CHILD(REN): \_\_\_\_\_

\_\_\_\_\_

(if participant is under the age of 18)

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

DATE: \_\_\_\_\_

PARTICIPANT'S SIGNATURES:

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(or parent/guardian if participant is under the age of 18)