



House Policies & Terms of Lease

El Sueño Marfa

House Policies

1. El Sueño Marfa is an overnight vacation rental. We have no desk clerk, concierge or daily room maid service.
2. We are a non-smoking, non-pet residence.
3. Our main house kitchen is a full service kitchen, but it is not stocked with any food products. You should bring any food or beverages you would like to have on hand. Kitchen utensils, service and cookware are provided. The Casita is equipped with a refrigerator, microwave, and coffee maker.
4. El Sueño Marfa consists of a main house and a casita. There may be other guests on the property during your stay.
5. Bathroom provisions include basic toiletries.
6. The furniture may not be moved around the house or casita. Any damage incurred due to furniture relocation will be charged to the guest.

Terms of Lease

This agreement constitutes a contract between the guest and the owner of the rental property. Guest rents the vacation property, subject to the provisions of the rental agreement. Please read carefully. The following agreement can be summarized by these three simple rules: Take care of yourself, take care of each other, take care of this place.

1. **SECURITY DEPOSIT:** There is no security deposit. However, an inventory is taken before and after each guest stay. You will be charged for any items missing or damaged during your stay. Please be sure to return any keys to the property. Failure to do so will result in additional charges.
2. **ADVANCE PAYMENT** of (100%) one hundred percent of the rental rate and a signed or accepted Lease Agreement must be received from the guest prior to check in. As we are a small business, the Advance Payment is non-refundable if the reservation is cancelled within (2) two weeks of check in.
3. **METHOD OF PAYMENT:** Acceptable forms of payment include personal check, cashiers check, certified check or money order. We also accept Visa and PayPal. A \$25.00 fee will be charged for all returned checks. All payments must be paid in U.S. funds.
4. **ARRIVAL/DEPARTURE:** Plan to arrive no earlier than 3:00pm. You will be informed as to how you will receive the keys and other items. Departure is at 11:00am.
5. **PETS:** Absolutely no pets are allowed on the property. If there is evidence that pets were on the property during your stay, you will be charged a \$250.00 cleaning fee.

6. **SMOKING:** Smoking is prohibited on the property, with the exception of the exterior grass areas. Smoking is not allowed inside any structure or on any porches. If evidence of smoking is found, you will be charged a \$250.00 cleaning fee.
7. **OCCUPANCY:** Occupancy is restricted to individuals or family groups only. Renter must be at least 25 years of age, and be present during the term. Occupancy is restricted to the number of occupants as described in the description of the rental property. Any leaseholder in violation of the occupancy will be subject to expedited eviction.
8. **CANCELLATIONS:** All cancellations must be received 60 days prior to check in. If less than 60 days is given there will be no refund of payment unless the home is re-rented. Cancellation policy applies to last minute bookings as well. No refunds are given for early departure.
9. **REPAIRS:** Even the best or newest equipment occasionally malfunctions and cannot be guaranteed. Problems are corrected as soon as possible.
10. **CONSIDERATION:** All efforts are made to correct any problems you may experience in as timely a manner as possible. Recompense will not be issued due to malfunctioning equipment or other tenant's dissatisfaction. You can expect a courteous and professional attitude toward problem solving.
11. **HOUSEKEEPING:** This vacation rental will provide housekeeping services every (3) days upon request. A washing machine and dryer are provided for your use if you wish to clean linens prior to a regularly requested housekeeping. Additional cleaning may be provided upon request.
12. **TELEPHONE:** The property is equipped with telephones for your convenience and safety. Long distance calls within the US are free of charge. International calls need to be made with a calling card or will be billed to you when the charges are received.
13. **LOST AND FOUND:** Lost items will be returned upon request by tenant. Returns are done through the US Postal system. Owner makes every effort to locate lost items but is not responsible for items lost or left behind by the tenant.
14. **INDEMNIFICATION:** Guest agrees to indemnify and save the homeowners and employees free and harmless for any liabilities or any loss or damage whatsoever arising from, related to or in connection with rental of the premises including but not limited to any claim or liability for personal injury or damage or loss of property which is made, incurred, or sustained by tenant or guests of tenant.
15. **FORUM SELECTION:** This agreement will be governed by and interpreted by the laws of the State of Texas. This agreement shall be treated as if executed in Presidio County, State of Texas, and were to have been performed in Presidio County, State of Texas. Any action related to this agreement shall only be instituted and prosecuted in courts in Texas. Customer/tenant specifically consents to such jurisdiction and to extraterritorial service of process.
16. **GUEST RESPONSIBILITIES:** The guest is required, at a minimum, to do the following with respect to maintenance of the property:
 - (1) Keep that part of the property which he or she occupies and uses as clean and safe as the conditions of the property permit and cause no unsafe or unsanitary conditions in the common areas and remainder of the property that he or she uses.
 - (2) Dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner.

- (3) Not deliberately or negligently destroy, deface, damage, or remove any part of the property or render inoperable the smoke detector provided by the landlord or knowingly permit any person to do so.
 - (4) Comply with all obligations imposed upon the tenant by current applicable building and housing codes.
 - (5) Be responsible for all damage, defacement, or removal of any property inside the property that is in his or her exclusive control unless the damage, defacement, or removal was due to ordinary wear and team, acts of the landlord or his or her Agent, defective products, supplies or repairs authorized the landlord, acts of third parties not invitees of the tenant, or natural forces.
17. **ACKNOWLEDGEMENT:** Tenant acknowledges and understands that the subject property is of an age, construction, and location where (1) certain hazards may exist that are not known to the owner (2) owner is not responsible for any damages or injuries to the tenant(s) while occupying the property (3) occasional interruptions in services may occur. Furthermore, the tenant acknowledges and understands that many of the fixtures and furniture are vintage, antique, designer originals, refurbished or refinished originals, and therefore are of significant value. Replacement of damaged fixtures or furnishings during the term due to use beyond normal wear and tear are the responsibility of the tenant.
18. **AT THE END OF YOUR STAY:** Please remove any trash and place in the receptacle at the end of the alley behind the property. Used bath towels and washcloths should be placed in the baskets provided. Dishes are to be washed and put away or left clean in the dishwasher. All perishable food items are to be removed. Thank you for your cooperation.

Your payment signifies your acceptance of these terms and conditions.