



Love Shack Tiki Hut Inc.

Rental Agreement

We bring the experience to you !!!

Dear Guest:

WELCOME!!! We at Love Shack Tiki Hut take pride in our service and our goal is that you, your friends, and family have a unique and enjoyable beach experience while you are here. These rules are provided for your safety and enjoyment of your visit and for others who enjoy the Love Shack Tiki Hut after you.

In the event of a problem, call us immediately. You may reach **Sarah at 361-251-9200 (number also located on the outside of tiki on sign).**

Renter/Responsible Party Name: _____

Address: _____

Phone/Text # and Email: _____

Drop-off Address or Barrel #: _____

Drop-Off Date: _____

Assigned Drop-off Time: _____ Assigned Pick-up Time: _____

Required Deposit: \$ _____ Rate: \$ _____ Total Due: \$ _____

Driver's License Information: # _____ State: _____

Credit Card Information to be kept on file for damages unless other arrangements are made.

Rental Agreement Rules:

* _____ Must be 21 years of age or older to rent a Love Shack Tiki Hut.

* _____ No refunds for cancellations except for when due to dangerous high tides. The proprietors of Love Shack Tiki Hut take your comfort and safety very seriously and will determine if tides are expected to be unsafe and will refund a proportionate amount of the rental fee.

* _____ Sound Bar or Large Speakers must remain connected with the tiki during your rental period. Broken, lost or stolen sound equipment could result in a fee of \$250. During inclement weather large speakers may be brought onto the tiki and covered with trash bags for protection. You are responsible for lost remotes; each lost remote incurs a \$40 replacement fee.

* _____ No carving or disfiguring the property be it structure, bar or accessories. Any such damage will result in a minimum \$200 additional fee.

* _____ No fireworks on the Love Shack Tiki Hut.

* _____ No open flames on the Love Shack Tiki Hut at any time which could result in a fee up to \$5,000.

* _____ Fire pits and bonfires are to be no less than 30 feet from the tiki. A fire extinguisher has been provided at the front of each Tiki Hut in case of an emergency.

* _____ DO NOT leave tiki abandoned; you are liable for any loss or damages which may occur in your rental time.

* _____ Ice Chest is provided for you to have for food and beverages only.

* _____ No standing on bar tops.

* _____ No climbing on top of tiki.

* _____ No standing on or jumping from swings or stools.

- * Hammock swings and manufacturer's restrictions and hardware standards are rated at 250 lbs.
- * No changing of inverter settings during your rental time. Misuse of inverter could result in electric shock.
- * Lost, stolen or damaged generator may result in an additional fee of \$1000.
- * Keep generator covered for protection of elements or spillage. Noncompliance could result in a \$1000 fee.
- * You will be required to secure your own space for the location you have chosen. (It will require approximately 30 feet long [2 full pickup lengths] for parking and approximately 16 feet in the front for picking up. Anything in those areas will need to be moved for timely pickup.)
- * All trash must be removed from the Love Shack Tiki Hut and ice chest emptied by pickup time.
- * The Tiki Hut is not to be moved or relocated for any reason without express permission from owners.
- * No climbing under the tiki.
- * You have been informed and fully understand the rules set in place for your safety and enjoyment. You will contact Love Shack Tiki Hut if any questions or concerns arise during your use of the tiki.

Infractions and fees associated with these rules will be enforced upon observation by ANY Love Shack Tiki Hut employee or associate.

CONSEQUENCES: Failure to follow any of the above rules will result in immediate termination of the Agreement, removal of tiki, and NO refund of rental fees, or other charges.

INSPECTION: Please note below any existing damages on the Love Shack Tiki Hut before taking possession

TERMS & CONDITIONS

- * Responsible party agrees to care for and use the Love Shack Tiki Hut properly and return it in the same condition as it was originally received.
- * Responsible party agrees to be legally and financially responsible for all costs of repairs to the Love Shack Tiki Hut related to damage to tiki incurred during the rental period, except those resulting from normal wear and tear.
- * Responsible party agrees to be legally and financially responsible for any loss, damage and/or injury to persons or property caused by or associated with the use of the Love Shack Tiki Hut.
- * Responsible party agrees to reimburse Love Shack Tiki Hut for any unrecoverable costs related to damage to tiki incurred during the rental period, including but not limited to deductibles and uninsured losses.
- * Responsible party agrees to hold harmless, defend and indemnify Love Shack Tiki Hut for any and all damages and claims of any nature whatsoever that arise from the possession and/or use of the tiki during the rental period as set out above.
- * Responsible party agrees that damages, repairs, fees, etc, will be charged against the credit card left on file, unless other arrangements are made. Settlement shall be made with 30 days of notice of such charges. Late payments shall be subject to a finance charge equal to 1 ½ % per month.

ACKNOWLEDGEMENT OF LIABILITY

BY SIGNING BELOW, THE UNDERSIGNED ASSUMES ALL RISK OF LOSS AND LIABILITY FOR ANY INJURIES, DEATH, AND/OR PROPERTY DAMAGE, WHETHER OR NOT SUSTAINED OR CAUSED BY THE UNDERSIGNED, WHERE SAID LIABILITY ARISES OUT OF THE USE OF THE TIKI UNDER THIS AGREEMENT. THE UNDERSIGNED EXPRESSLY RELEASES LOVE SHACK TIKI HUT, INC. FOR ALL CLAIMS OF NEGLIGENCE, GROSS NEGLIGENCE AND STRICT LIABILITY RELATED TO THE USE OF THE TIKI UNDER THIS AGREEMENT.

Signature: _____ Date: _____

- See addendums for specific rental equipment outside of the tikis basic package

We at Love Shack Tiki Hut appreciate your business and support. Our hope is that you have a unique and enjoyable beach experience, while packing less, and relaxing more.