

# GUEST CONTRACT

TAOS TEQUILA SUNRISE VACATION RENTAL | OWNER: MICHAEL R. HALLEY  
 1 ROCK GARDEN GULLY ROAD, TAOS, NM 87571  
 EMAIL: [TEQUILASUNRISETAOS@GMAIL.COM](mailto:TEQUILASUNRISETAOS@GMAIL.COM) | CELL: (806) 789-3468 or (806) 535-2794

**GUEST:**

Name of Responsible Party:	
Address:	
City, State, Zip:	
Phone:	
Email Address:	
Number in Party:	

**RESERVATION:**

Arrival Date:	Departure Date:	Booking Date:
/ / - 4:00 PM	/ / - 10:00AM	/ /
Rental Rate:	Jan. 5 through April 1 - \$295.00/night April 2 through Dec. 20 - \$245.00/night Dec. 21 through Jan. 4 - \$500.00	
Taos Lodger's Tax	5% on above rates	
Sub-total (Rate + Tax)		
Cleaning Fee		\$125.00
Refundable Damage Deposit		\$300.00
<b>Total Amount Due</b>		

**Payment:** One-half of the Total Amount Due (\$\_\_\_\_\_ ) is due within 10 days of Booking Date, and the remaining one-half is due within 30 days of Arrival Date. Failure to remit payment as described may result in cancellation of the reservation and forfeiture of any remitted funds. **Please send a personal check, money order or cashier's check made out to Michael Halley and a photo-copy of the Responsible Party's driver's license, and mail to the following address: PO BOX 947, Lubbock, TX, 79408.**

GUEST LICENSE AGREEMENT:

**Check-in is any time after 4:00 pm. Check-out is no later than 10:00 am, so housekeeping can be ready for next party arrival at 4:00 pm. \$25/Hour penalty for Unauthorized Late Checkout.**  
PROPERTY: The property is described as a two-story house with 4 bedrooms, 3 bathrooms, and a hot-tub located at 1 Rock Garden Gully Road, Taos, NM, 87571 (the "Property"). The Property is owned by Owner. The Property is fully furnished by Owner and equipped for light housekeeping.  
ACCESS AND KEY CODES: Owner will provide Guest with a key code, which will unlock the front door to the Property. Access to the garage or any other locked area is not granted under this agreement.  
GUEST POLICY: Should there be more overnight guests (including children) other than number disclosed in contract my party will be required to immediately vacate the Property without refund and full damage deposit will be forfeited. If a large party (7 or more additional guests) gathers without prior disclosure to Owner, full security deposit is forfeited.  
PET POLICY: No pets are allowed on or within Property. If any violation of this provision occurs, Guest will be required to immediately vacate the Property without refund and full damage deposit will be forfeited.

DAMAGE DEPOSIT: Owner reserves the right, at its discretion, to charge a damage deposit at the time of reservation in the amount of \$300.00. This deposit will be refunded after Guest's departure and an inspection of the Property by Owner, less any deductions for damage to the Property or furnishings, excessive mess requiring additional cleaning costs, or other costs incurred outside the normal course due to Guest's stay. If costs exceed the damage deposit, Owner will seek reimbursement of additional costs from Guest.

CANCELLATION/REFUND POLICY: No refund will be given for cancellation of Guest's reservation, unless the reservation is rebooked to another party for the entire stay at the same rate. Owner may rebook the reservation at its sole discretion. In the event that Guest's reservation is not rebooked, Guest will receive a credit useable towards booking the Property in the future. The credit is equal to the dollar amount paid to Owner as of the date of cancellation, and the credit must be used within one-year of the original reservation.

WAIVER OF LIABILITY: Owner is not responsible for any accidents, injuries, or illness that occur to Guest, any member of Guest's party, or Guest's visitors while in the Property or on the Property. Owner is not responsible for loss or personal property or valuables belonging to any member of Guest's party, or Guest's visitors while in the Property or on the Property. Guest agrees to assume the risk of any harm arising from the use of the Property. **UNDER NO CIRCUMSTANCE AND UNDER NO LEGAL THEORY, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE SHALL OWNER BE LIABLE TO GUEST OR ANY OTHER PERSON FOR ANY DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR GUEST'S RENTAL OF THE PROPERTY OR USE OF THE PROPERTY. IN NO EVENT WILL OWNER BE LIABLE FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF OWNER SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.**

INDEMNIFICATION: Guest acknowledges that the use of the Property by Guest, any member of Guest's party, or Guest's visitors is entirely at their own risk. Guest will indemnify and hold harmless Owner from any and all expenses, costs, damages, suits, actions, or liabilities whatsoever arising from or related to any and all loss of or damage to personal property, injury or death resulting from the use or occupancy of the Property.

**Guest acknowledges that he/she has read, understands, and agrees to the Guest Contract and License Agreement above.**

Guest Signature: \_\_\_\_\_

Date: \_\_\_\_\_