

# The Alexander at Creek Road

## Hill Country Lodging

6730 Creek Road Dripping Springs, Texas 78620  
PHONE: 866-515-1142  
EMAIL: [Lodging@thealexanderatcreekroad.com](mailto:Lodging@thealexanderatcreekroad.com)

### **SHORT TERM RENTAL AGREEMENT: Check-in time: 3:00 p.m. / Check-out Time: 11:00 a.m.**

Welcome -- We look forward to having you here! To provide you and those around you the best guest experience at The Alexander, we have some simple terms to which we ask everyone to agree. Thanks in advance, and any questions, let us know – we want you to love it here! **We will send Check-in Information directly to you on the morning of your check-in, including parking and entry information. That will be TEXTED to the phone number associated with this reservation.**

This Short Term Rental Agreement (the “Agreement”) is made by and between The Alexander at Creek Road and **YOU** (Guest/ You), as per your reservation. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree.

**YOUR RESERVATION:** Your total rental costs, including taxes and fees, can be found on your Reservation or contact us (see above for contact info).

**CANCELLATION:** Refunds on Lodging Reservations: For 100% Refund (less a \$35 processing fee), cancel at least 60 days in advance of your stay

- If cancelled at least 30 days before the start of your reservation date, you'll receive a 50% refund (less \$35 processing fee).
- There are no refunds on cancellations of fewer than 30 days in advance
- If you booked through an online travel agency (Expedia, Airbnb for example), see their cancellation policy.
- If your reservation was made through a **Group Block of any kind**, call us or your host, as policy varies depending on type.

**PETS:** We are pet-friendly (dogs only -- sorry, no kitties) but (even during promotions), every pet must be registered with us. Contact us directly **PRIOR** to booking to REGISTER your pet with us and to pay the typical cleaning fee associated with your unit. PLEASE KNOW that as a pet owner, you agree to bring your pet with current vaccinations and everything you need to take care of your dog, including a leash plus all items associated with feeding & cleanup. You agree to that your pet shall be leashed when outdoors and to be considerate of the property and other guests when bringing your pet. Pets shall not be left unattended, and you agree that any property damages incurred shall be billed back to the card on file. UNREGISTERED pets will be subject to additional charge or be required to be boarded elsewhere, so please call us when booking! Thank you in advance for your understanding and cooperation!

**OCCUPANCIES:** The maximum number of guests is limited to: (See reservation)

Creek Rd Cottage: 2+ child    Live Oak Lodge: 4    Lucky Star Cabin: 5

Country House: up to 10    Open Range Camper behind Country House: up to 4

TREEHOUSE (not for small children): The Jack: 4    The Mack: 4    The Charlie: 2    The Goodnight: 2

ALEXANDER'S FARMHOUSE: Guest Quarters Suite: 2 + Main Farmhouse: Up to 7, for a total of 9 guests  
Happy Hideaway Camper 2-4

GLAMPER COURT: Bluebonnet 2-4    Ramblin' Rose Camper 2    Firefly Camper: 2 (+ up to 2 kids)

**OFFSITE VISITORS/GATHERINGS:** You are allowed 2 offsite daytime visitors with your reservation without notifying us. If reserving one of our larger units (like Country House or Alexander's Farmhouse), please understand that your reservation is **for lodging only**. If you're interested in hosting an "event" of any kind with a gathering of more guests than your particular unit allows for lodging, a fee is required based on your plans. Contact us first and thank you!

**THINGS TO KNOW/SAFETY:** We're in the country! Be mindful that steps may be uneven, some walks and drives unpaved, etc. If you see something of concern, please let us know! When driving, be on the look out for wildlife, especially on Creek and Holder Roads. Excessive rains can cause muddy conditions. We are not responsible for injury or loss. By accepting this reservation, it is agreed that all Guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premises. Children must be supervised at all times. We're located in a natural, country setting with ponds, brush, and little fencing. Parents/guardians are liable for any personal injuries or damages associated with children on the property. While The Goodnight unit of the Treehouse complex is ground-level, the other Treehouse suites are elevated and not recommended for small children. We encourage Guests to purchase traveler's insurance. Guests (and their guests!) shall hereby indemnify and hold harmless the Owner against any and all claims of personal injury, property damage or loss arising from use of the premises regardless of the nature of the accident, injury, or loss. Guests expressly recognize that any insurance for property damage or loss which the Owner may maintain on the property does not cover the personal property of Guests, and that Guests should purchase their own if they choose. Because we will always put safety first, Owner has the right to inspect the premises without prior notice to ensure the safety of the property or others. We'll certainly endeavor to contact Guest with any concerns but will always put safety as the first priority.

**YOU AGREE TO ...** You agree to maintain the premises is good, clean condition, to respect the space and grounds, keep reasonable quiet hours and use it in a careful and lawful manner, leaving the premises in a good condition. If it is left in lesser condition, any items missing or damaged, excessive cleaning required, etc. shall be charged to credit card. Thank You! Issue or question regarding your suite? Please call us immediately and let us know so we can rectify the problem as quickly as possible!

**COOLERS/ICE CHESTS** are allowed on your porch (but not allowed inside the units; they can leak),. NEED ICE? Visit our AMENITIES ROOM – fresh ice, buckets, game and more!.

**PARKING:** Spaces **are** designated for your unit with signage.

**There is no daily housekeeping service.** Linens, bath towels, some dishware and more are included in many units (kitchenware varies by unit) but daily maid service is not included in the rental rate. We ask that you wash your dishes before you leave. Guest may dispose of excessive waste materials generated during the rental period into the outside trashcans or contact Owner should he need assistance. We recycle and appreciate your assistance with that as well! Large community trash and recycle receptacles are located near Alexander's Farmhouse.

**Check-out is 11:00 a.m.**, and we ask for your consideration and prompt check-out as we prepare for our next guests. Late check-out MAY be available for a fee -- inquire!

**BE A GOOD NEIGHBOR:** Folks come here to **enjoy the peace of the countryside**; we ask that you be good neighbors, respecting the rights and enjoyment of other son the property. Guests who create a disturbance will be warned or asked to vacate the premises without refund. That won't be you, we're sure, and thanks in advance for your cooperation!

Enjoy that fresh country air! Our lodging is smoke-free, and **smoking and/or butts will result in fines and additional cleaning costs.** You may choose to smoke outside, away from the lodging; please dispose of butts in available receptacles. Thanks for your cooperation!

**OTHER:** Certain circumstances beyond our control may occur, including power outages, television/internet service interruptions or performance issues, severe weather, low water crossing closings, and such. Guest should stay abreast of weather conditions and act accordingly. No refunds of rents will be made for shortened stays due to weather conditions, family emergencies, outages, or other such issues. Each unit has a fire alarm that is believed to be functioning properly at the time of Guests' rental. Guest will notify Owner without delay should they encounter low-battery noises or any other potential safety issues. Also, Guest shall see to their own security while in the property by locking door, windows, etc., when it's prudent to do so. Some suites contain a safe; we're happy to issue a code/place for you to lock your valuables. Guest will contact Owner regarding any valuable item left behind and Owner will hold said item for 30 days for Guest pick-up. There is a minimum \$25 charge plus postage to mail any item (sorry – it happens so very frequently! Any unclaimed, item(s) shall be donated to charity or become the property of Owner.

**FORCE MAJEURE:** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's

("Impacted Party") control, including, but not limited to, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. The Impacted Party shall give Notice within 10 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 days following Notice given by it, the other party may thereafter terminate this Agreement upon Notice.

**Most importantly, we want only the best for our guests and want you to enjoy your stay! If an issue arises, please let us know immediately so that we can rectify for you.** We (the owners & staff of The Alexander at Creek Road) undertake multiple procedures within our capability to ensure a clean and safe environment. While we disinfect diligently between stays, we assume no liability for any guests being exposed to – or falling ill from – the Coronavirus or other viruses/diseases. Both Owner and Guest agree to abide by the above. Any questions, please ask before booking ---we're happy to help! Guests' reservation indicates complete understanding and agreement to these terms.

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