



Rental Agreement, Liability Waiver & Photography Release

Sarah & Dustin Ballew, DBA Sanctuary + Seasons (collectively "Host")

This Agreement is entered into between the undersigned ("Renter") and Sanctuary + Seasons, a sole proprietorship owned by Sarah & Dustin Ballew, for the rental and use of the property located at 175 County Road 4801, Castroville, TX 78009 ("Property").

By booking, entering, or using the Property, the Renter and all guests, clients, models, assistants, and attendees ("Participants") agree to all terms below.

1. PURPOSE OF RENTAL

Renter is renting the Property exclusively as a photography and content-creation location. No other use is permitted unless specifically approved in writing by the Host. Photography is not provided by the Host.

2. BOOKING, PAYMENT & CANCELLATIONS

Payment is required in full at the time of booking.

No refunds will be given for cancellations made within 72 hours of the scheduled session.

No ID is required to book or enter the Property, unless deemed necessary by the host for safety or fraud concerns.

Renter must be an adult (18+).

3. SESSION TIMES & OVERTIME

Renter may only access the Property during the booked time window.

If another client is booked after the Renter's session, the Renter must:

- Comply with a verbal time-warning from the Host or representative and vacate promptly at the session end time so as to respect the other bookings.

If another client is NOT booked immediately after the Renter's session, the Renter must:

- Leave within the 5-minute grace period

Failure to vacate will result in being charged for an additional full time slot, regardless of how much of it is used.

4. PROPERTY RULES

Prohibited

- No pets (service animals permitted per law)
- No alcohol
- No candles, incense, sparklers, or open flames
- No unauthorized boudoir; all boudoir or lingerie sessions must receive prior written approval
- No water or splash photography

Allowed With Conditions

- Small furniture pieces (chairs, stools, light tables and props) may be moved with care, and must be returned to their original location.
- Large groups of up to 40 people may attend, but Renter is responsible for managing them.

General Conduct

- No smoking or vaping inside the home.
- No nails, screws, adhesives, glitter, or confetti.
- Noise levels must remain reasonable and respectful.

- Renter is financially responsible for any damage caused by themselves or Participants.

5. ASSUMPTION OF RISK (EXPANDED FOR RURAL PROPERTY)

Renter understands and voluntarily accepts that the Property is located in a rural environment that presents unique risks, including but not limited to:

- Uneven ground, rocks, roots, dips, holes, and changing terrain
- Wildlife, including deer, snakes, insects, spiders, hogs, owls, skunks, coyotes, and other naturally occurring animals
- Natural hazards, such as mud, slippery areas, branches, thick vegetation, and low-visibility conditions
- Potential tripping hazards both inside and outside the home
- Variable weather, wind, and environmental conditions

By booking, entering, or using the Property, Renter:

- Assumes full responsibility for their own safety and the safety of all Participants.
- Accepts all risks of injury, illness, harm, loss, or damage occurring on or around the Property.
- Agrees that the Host is not liable for any injuries, medical conditions, allergic reactions, bites, stings, or accidents of any kind.

Renter agrees to hold harmless, indemnify, and release Sarah Ballew, Dustin Ballew, and Sanctuary + Seasons from all claims arising out of the rental or presence on the Property.

6. CLEANUP & RESTORATION

All furniture moved must be returned to its original locations.

Renter must remove all personal items and trash.

The space must be left in the same condition as found.

Additional cleaning fees may apply if excessive mess or misuse is evident.

7. DAMAGES

Renter agrees to pay for repair or replacement costs for:

- Broken or damaged furniture
- Stained materials
- Structural damage
- Property misuse
- Any harm resulting from violations of this Agreement

Renter also understands that property is a luxury home and as such the furniture, fixtures and finishes are of above-average quality and agrees to indemnify according to their like, kind, and quality in the event of damage or destruction. The Host's determination of damage and costs is final.

8. MODEL RELEASE & HOST'S RIGHTS TO USE IMAGES

By entering and using the Property:

Renter affirms that they have obtained all necessary consents, releases, and permissions from all models, clients, and Participants for the photographs and content being created.

Renter grants the Host the right to:

- Use any publicly posted or publicly shared images taken at the Property
- Repost, share, feature, or display those images on the Host's website, marketing materials, and social media
- Credit photographers/models when possible

This is non-exclusive, royalty-free, and perpetual.

Renter agrees they will not pursue claims regarding such usage.

If Renter wishes certain images not to be shared, they must send a written request, and the Host will honor reasonable limitations.

9. INDEMNIFICATION

Renter agrees to indemnify and defend the Host against any claims arising from:

- Injuries or accidents
- Violation of this Agreement
- Damage caused by Participants
- Use of the Property for photography or events
- Failure to obtain proper model releases

10. MISCELLANEOUS

The Host may refuse service or terminate a session if rules are violated.

This Agreement is governed by the laws of the State of Texas.

If any clause is found unenforceable, the remainder stays in effect.

This Agreement applies to the Renter and all Participants, whether or not they sign individually.

11. ACKNOWLEDGMENT & SIGNATURE

By signing below (or by booking electronically), Renter acknowledges:

- They have read and understood this Agreement
- They voluntarily accept all terms
- They are responsible for ensuring all Participants follow the rules
- This Agreement is binding and enforceable

Renter Name: _____

Renter Signature: _____

Scheduled Session Date: _____