

## **SHORT TERM RENTAL AGREEMENT ( Online Reservations Will Process Full Payment At Time Of Reservation. To Only Pay Half Down Please Call Office)**

### **Terms of the Agreement:**

#### **Payment Terms:**

A credit card is required to be on hold in case of damage. **Booking online requires full payment at time of reservation. If you just want to pay half down, you must call our office so that we may manually charge half at time of reservation.** The balance is due 3 weeks prior to trip. We accept Visa, Mastercard, Discover, money orders and checks. Renters wishing to pay by check may do so by submitting check 3 weeks prior to arrival date. We reserve the right to require a credit card to hold the cabin, to cover damages, or to charge for "illegal or non-disclosed" pets or for non-compliance of trash policy. **THE CREDIT CARD WILL BE AUTHORIZED TO HOLD OUT \$400 AS A DAMAGE DEPOSIT. THIS AMOUNT IS NOT COLLECTED OR CHARGED OUT UNLESS DAMAGE HAS BEEN DONE TO CABIN, HOT TUB OR A POLICY VIOLATION.** People paying by check without a credit card or using pre-paid credit card may pay the extra \$400 upfront and this money will be returned once cabin has been inspected. We do not share any credit information with any customers or third parties, all credit card information is kept private.

#### **Check In & Check Out:**

Check in time is **3:00 PM to 9:00 PM** and check out is **11:00 AM**. Please be prompt about checking out as we need to prepare the cabin for other guests. We ask that you bag all your trash and place in trash cans located in trash bins or cans near cabin. If trashcans are full you must take your garbage to the dumpster or leave bagged inside. Our housekeeping staff will take care of removing and washing linens from beds. Please wash all dishes, wipe tables, counters; set thermometer to 55 in winter and 80 in summer. Secure all windows, doors, replace key back in lock box. Turn off all lights, ceiling fans, appliances. Return key to our office. **We highly encourage check in during office hours as phones are not monitored after hours, nor do we have staff available until 9:00 AM the next day.** However, we do have late check in procedures if you are sure you'll be able to find your cabin in the dark. Contact us for late check in.

#### **Occupancy, Age Requirements, Quiet Hours:**

The number of occupants allowed in a cabin is the number of beds it contains. Minimum age is 25 for most cabins and a few allow people as young as 21. Call if you are 21 to determine which cabins you are eligible. On occasion, a few cabins only, may allow up to 2 additional people in a cabin with an additional charge per person charge of \$25 over the bed limit. You must ask at time of reservation for additional people because some cabins do not allow it. **NO UNDERAGE DRINKING IS PERMITTED IN ANY CABIN & NO LOUD PARTIES.** Any underage drinking or loud parties will not be tolerated and the "Resort Security Guard" has Scenic Cabin Rentals permission to remove the alcohol, close down the "party" or escort individuals off the premises with no refunds. Quiet Hours are after 10:00 pm. No loud music, loud talking after 10:00 pm or move party indoors as to not bother other guests in the area.

#### **Cancellation Policy & Charges:**

All cancellations or changes to reservation must be made by the person listed on the reservation. Cancellations must be made at least 3 weeks prior to your arrival date and a \$50 cancellation fee is applied. If a reservation is cancelled within 3 weeks of arrival, money received will be forfeited unless cabin is re-rented for the same number of nights. You may choose to reschedule your visit one time if cancellation is made at least 14 days prior to arrival for small cabin or 21 days if large cabin. Scenic Cabin Rentals is not responsible for inclement weather, illness, someone in your party "backing out", etc.

#### **Cleaning Fee:**

Our cabins have a \$40 cleaning fee affiliated with all rentals. This is applied to all rentals at the end of the booking process. If proper package is not chosen when booking online, Management will correct your booking to include cleaning fee and issue a separate charge in the amount of \$40 + tax within 24 hours of your reservation request.

#### **Damages:**

All of our properties are vacation homes that are privately owned and furnished. All items are inventoried before and after each guest, missing items and damages to property will result in additional charges. Guests and their visitors will not participate in any activities that will cause damage or excessive cleaning to the property. Loud and large house parties are forbidden and will result in immediate eviction without refund. No Smoking is allowed in ANY cabin. Broken items, wall damage, furniture and carpet damage, busted hot tub covers, lost keys, lost tv remotes, will be charged to your account if found after your departure. It is best for you to contact us regarding damage, stains, broken items to discuss reimbursement. Broken Hot Tub covers will result in \$400 charge to your credit card as a replacement cost. Do Not Sit On Hot Tub Covers, they will break. In case of any of the above infractions your authorized \$300 damage deposit will be charged out. For damaged hot tub covers your credit card will be charged out the additional \$100 since these covers cost \$400. Hot tubs that need drained and cleaned due to excessive bubbles, dirty cloudy water, debris, will be charged \$75 to your credit card.

#### **Hot Tubs:**

Hot Tub Rules are posted in each cabin. Make sure you read prior to use as there are fees associated with leaving a dirty hot tub, damage to hot tub covers. Fees for hot tub covers are quite extensive as replacement cost is \$400. Dirty hot tubs requiring draining will result in \$75 charge to your credit card. Keep Hot Tub Covers On When Not In Use. **Unfortunately, hot tubs do malfunction occasionally; we do not place a high \$\$ value on a hot tub and therefore cannot refund for hot tub malfunctions.**

#### **Refunds:**

Scenic Cabin Rentals strives to keep all our properties in good working order, clean and well furnished. However, as with anything that is mechanical, etc, failures will sometimes occur. Generally, if we are notified we can have someone available within a day or two to fix or replace minor issues. We occasionally experience outages that are beyond our control. We report outages as each occurs. No refunds or compensation will be given for any outages. There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions or due to work and family emergencies or other commitments. No refunds will be issued for early departures, minor malfunctions, HOT TUB MALFUNCTIONS, inclement weather or someone "backing out". We also only place a small value on our hot tubs and we will not refund money paid for accommodations if there is a minor malfunction with a hot tub. Hot tubs are maintained, kept cleaned and on at all times. Scenic Cabin Rentals reserve the right to move your reservation to a comparable property if necessary. You will be notified should this be necessary. **SHOULD YOU HAVE AN ISSUE WITH YOUR CABIN YOU NEED TO CONTACT US UPON ARRIVAL. It is advised that you arrive during office hours as phones are not monitored after hours, however, calls are returned the next day.**

#### **Trash:**

Trash has become a major issue because of raccoon's, crows, mice, and trash service is only weekly. Trash service in our area is only done by pick-up truck and therefore they have strict rules about removal of trash. **ONLY BAGGED TRASH WILL BE REMOVED FROM PREMISES.** This means all your trash must be placed in bags, tied tightly, placed in trash can with lid on tightly. This applies to all your cans, bottles, boxes. We suggest you burn your boxes in the fire-pit to reduce trash. Remember the lids must fit tightly on the trashcans or the animals can easily get into the can and create a mess. The trash service will not remove trash in this case. If the trash cans are full then

you are responsible to take your trash to the dumpster or leave bagged in your cabin if no dumpster. Do not over stuff trash cans or throw on top of other cans. Trash pick-up is only once a week so sometimes trash cans may be partially full prior to your arrival. Dumpsters are provided in the Resort area for your use in this case. Non-compliance of trash policy will result in an additional charge of \$50 to your account. Please be considerate and follow policy. It is a terrible mess to clean up after animals have scattered trash all over the premises or created a disgusting mess in a trash can.

#### **Amenities:**

Each cabin comes with a charcoal or gas grill or both, satellite tv with movie channels, dvd/vcr, microwave, toaster, coffee pot, deck, deck chairs, fire-pit. Our cabins **DO NOT** provide **Bath Towels, please bring your own Bath Towels, Paper Towels, Coffee Filters, Flashlights.** For guests on motorcycles, flying in or traveling through, we have bath towels at our office and you can pick up at Check In. Please ask for bath towels if you need them. Cabins are only supplied bed linens, hand & dish towels, starter supply toilet paper, 3-4 trash bags, liquid hand soap & dish soap. Some cabins have Jacuzzi tubs, hot tubs, fireplaces, game tables such as pool table, Air Hockey, Foos Ball or Ping-Pong. Your cabin may have other items not listed, check our website and look up your cabin for a list of amenities in each cabin.

Charcoal grills are provided in case the propane runs out. Check your gas grill for propane upon arrival. If propane is out you may contact us to see if a housekeeper can bring you another. Calls must be made before 5:00 PM or will be addressed next business day. We do not guarantee that a propane tank can be delivered immediately which is why charcoal grills are provided. You may exchange an empty propane tank at our office at no charge should one run out on you. **Take Note: Cell phone service is unreliable in the region, you may need to be on a deck or in a high spot to obtain a signal.**

#### **Smoking:**

There shall be no smoking inside the premises. Smoking is permitted outside the home. Evidence of smoking inside the cabin will result in policy violation and you credit card will be charged additional fee.

#### **Pets:**

A few of our cabins allow pets for an additional one-time charge of \$50. Most cabins only allow one pet per cabin, if you have 2 please call the office for exceptions. All pets must be disclosed at time of reservation. Because some renters only want non-pet cabins due to allergies etc, we ask your honesty in revealing whether you are bringing a pet. Any pet found in a non-pet cabin will result in an additional \$100.00 fee and eviction. Pets must be leashed or crated when left unattended in the cabin.

#### **Fire Safety:**

Our cabins are all wood structures and located in wooded areas, so it is of utmost importance that you adhered to the following rules:

Only have fires in fire-pit area and keep small enough to fit within the diameter of the fire ring or fire pit. Do not leave fires unattended and always throw water on fire when finished. Do not drag uncut logs or trees onto fire. (Be Smart!) Do not use charcoal grills on decks. Do not leave burning grill unattended. Do not discard burning embers, charcoal, ashes on ground. Dump into fire-pit or wait till cool and bury. Do not put charcoal into gas grills! **DO NOT THROW CIGARETTE BUTTS OFF DECK, ON GROUND, ETC. NO FIREWORKS!** Use caution when removing ashes and only dump in fire-pit or bury. Make sure ashes are cold before removing. Remember, this area is all volunteer fire departments.

#### **Lost and Found:**

Items left in cabins will be left in our storage garage for up to 2 months for you to pick up. Due to time constraints, lack of convenient post offices, travel time to get to post office, limited post office hours, we can no longer mail inexpensive items back. We make exceptions for valuables such as wedding rings, Passports, prescription glasses, wallets, camera's, IPAD's, etc. Just contact us to save your item and let us know what day you will be picking it up. We will have it ready for you. For expensive items needed returned via mail call the office to pre-pay shipping and to discuss shipping arrangements. Please do not ask us to return pillows, clothing items, shoes. Thank you for understanding the inconvenience of shipping in our rural region.

**Road Conditions:** Mountain roads can be winding and steep. In winter we do recommend or require four-wheel drive if there is any chance of snow or ice. Often roads are not treated timely in winter. Do Not Expect Roads to Be Plowed and Salted on your arrival or departure day as they may not. Many roads are not plowed or treated in any way. If roads are icy we advise waiting until late afternoon to depart as often the roads melt by then. We will not expect you to leave by 11:00 AM if roads are icy. On rare occasion if roads do not clear on your departure day we will allow you to stay an extra day at no charge. If there is an ice or snow storm on your arrival day we will contact you to ask about your type of vehicle and may offer you the option to trade dates. We advise staying put and not driving when there is snow and sleet in the area. Roads can be treacherous. Park at top or bottom of hills/driveways in winter if you choose to come in during winter weather. We do give out numbers to towing services since we are unable to assist should your car go off the road.

**Indemnification:** Scenic Cabin Rentals nor the homeowners are responsible for accidents, falls, injuries, bed bugs, illnesses that occur on the premises or within the home. Scenic Cabin Rentals nor the home owners are liable for loss or damage to any property due to theft, fire, water, rain, hail, lightning, failure of utilities, or guests or visitors of guest at any time while on the premises. It is agreed that the guest is assuming the risk of any harm arising from their use of the premises, or others that the guests may have invited to the premises. This includes use of any ladders on bunk beds or access to top beds. Please monitor and assist children when on ladders. Items left behind or forgotten are not the responsibility of Scenic Cabin Rentals or the homeowner. If notified about missing expensive items, we will attempt to find and return things such as wallets, keys, glasses, rings, cell phones, IPODs, etc. Scenic Cabin Rentals does not assume any responsibility should your car go off the road in winter. We will attempt to help any guest with car trouble by giving out phone numbers of towing services but cannot guarantee service.

**Owners Closet:** Tenant agrees not to access the "owner's closet", even if unlocked, which contains cleaning supplies and chemicals that could be hazardous to children and adults. The owners' closet is located just inside the main front entry way.

**Fire Extinguisher:** The property has a fire extinguisher installed near the kitchen area. The fire extinguisher was fully charged at last inspection. It is the duty of the tenant to inform management immediately should the fire extinguisher become less than fully charged. Tenant agrees to use the fire extinguisher only for true emergencies.

**Fire Alarms:** The property has fire alarms installed and they are believed to function properly at the time of rental. Tenant will notify management without delay if a fire alarm "chirps" or has a low battery condition.

Tenant is advised that there is no carbon monoxide detector on the property and accepts the risk involved in not having one.

**Security:** Tenant shall see to their own security while in the property by locking doors, windows, garage doors, etc. when it's prudent to do so.

**Valuable / Expensive items** left behind by tenant will be held for the tenant and every reasonable

effort will be made to contact the tenant for return. If items are not claimed for longer than 2 months they shall become the property of the Management Company. Management Company shall not be held liable for condition of said items. Tenant will need to make arrangements to pick up or send pre-paid mailing label to Agent.

**Satellite TV** is provided in many cabins and service level has been chosen by the Homeowner. No refund of rents shall be given for outages, content, lack of content, or personal preferences with regard to satellite TV service. We provide DVD's at our office in case a satellite system goes out.

**High speed wireless internet** is provided in some cabins, as a convenience only, and is not integral to the agreement. No refund of rents shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences with regard to internet service. We are still very rural and often internet service is spotty at best. You may have to go to our office for internet if it is not working in your cabin.

**Heat / AC:** Tenant agrees that Air conditioning shall not be set below 74 degrees and heat shall not be set above 78, and that the fan setting shall be "Auto". Doors and windows shall be closed when either heat or air conditioning is in operation.

(We) agree to abide by the above conditions and hereby swear that the information provided above is true:

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

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