

## AGREEMENT AS TO TERMS OF BOOKING AND RENTAL OF 3 OAKS CABINS

We have found that a written Agreement outlining fully our mutual understanding of the rights and obligations affecting both you ("Guest," or "You") and us ("Host," or "We") throughout the course of our rental relationship is the best way to ensure that the parties have indeed reached and do share such an understanding pursuant to which the Guest has agreed to rent one or more of the residences described below (the "Property")

It is our consistent intention to deal with our guests fairly and with complete integrity, to help relieve the stress often involved in arranging lodging, and to offer the most positive lodging experience possible throughout the entire course of your stay. We regard the opportunity to host you as a privilege, and genuinely want to meet or exceed your expectations. We ask that you carefully review the following terms and to please bring to our attention any questions or concerns you might have, no matter how small. If a matter is important to you, it is also important to us.

This is intended and understood to be a legally binding agreement.

### 1. ARRIVAL AND DEPARTURE TIMES.

Check in: 3:00 pm CST  
Check out: 11:00 am CST

If you need an earlier check in or later check out time, please let us know as soon as possible, and we will try to be flexible with the times.

### 2. SMOKING

There is NO SMOKING inside the cabin. Please smoke outside only. Please pick up and dispose of all cigarette and cigar butts in the outside trash can. Please wet them so that they are not a fire hazard. If cigarette/cigar butts are left outside, then the entire security deposit will be withheld and retained by Host. In addition, a \$275.00 USD levy for additional cleaning will be charged against the damage deposit for any smoke odor detected indoors.

### 3. OCCUPANCY/NATURE OF USE

Maximum occupancy of "The Lodge" is six (6) persons.

Occupancy is limited primarily to realistically enhance your experience during your stay. Request for larger parties will be considered on a case by case basis.

### Guest List

All bookings must include the names of all members of the group staying at the Property. This information is to be supplied prior to arrival and used to help us customize your experience. Primary guest must be over the age of 25 at the time of booking.

We have found it useful and mutually beneficial practice to invite our guests to enjoy the cabin *as they would their own*. We would like for you to relax and enjoy the cabin that way, while treating the property with respect to preserve it for future guests.

If you are planning larger social gathering beyond the number of registered guests, please inform us beforehand. Communication is key.

### Condition

The Property is provided in "as is" condition. Host shall use his best efforts to ensure the operation of all amenities in the Property, such as the TV, DVD, as applicable. Host shall not be held responsible for such items failure to work but will make every effort to correct any issues as reported as quickly as possible. Guest acknowledges that use of amenities such as hot tubs, decks, and the like may be potentially dangerous and involve potential risks if improperly used, particularly with regards to children, and such use is at the Guest's own risk.

Guest shall always use the Property for residential purposes only and in a careful manner to prevent any damage or loss to the Property and keep the Property in a clean and sanitary condition. Guest shall not use the Property for any immoral, offensive or unlawful purposes, nor violate any law on or about the Property.

## 4. PAYMENT

All payments are made in USD. At time of booking, the full balance is required to complete and secure the reservation. Balance will include nightly fees, cleaning fee (\$75.00), refundable damage deposit (\$275.00), pet fee if appropriate and applicable taxes.

A Paid in Full Invoice will be e-mailed once the payment is received.

### Cancellation Policy

Guests who cancel at least 14 days before check-in will get back 100% of the amount they have paid. If they cancel between 7 and 14 days before check-in, they'll get back 50%. If cancellations are made within 6 days of the stay, Guests will forfeit their payments.

### Reservation Age Limit

A 25-year-old minimum age requirement is required of the booking Guest in order to make a reservation.

## 5. REFUNDABLE DAMAGE DEPOSIT

A damage deposit of \$275 USD is required for each stay due as part of the final payment. A damage deposit acts as a guarantee against any accrued and /or incidental charges as a result of damage to the property.

The deposit is NOT applied toward rental fee. Some online booking agencies will refund the deposit to you directly or a check will be mailed 7 days after departure.

You will absolutely receive back the full deposit as long as:

- a. No damage had been done to the property or its contents, beyond normal wear and tear.
- b. Major spills in the oven, microwave, grill, refrigerator, freezer, or other surfaces have been cleaned. Any excessive mud on the porch has been removed.
- c. No household items (including linens) are missing, lost, broke, or damaged beyond "normal wear and tear".
- d. Garbage has been removed to the bend at the end of main entrance.

\*\* We understand that accidents of various kinds do happen. Just let us know if something breaks, cooking pan has been blackened seemingly beyond repair or any other issues. Your honesty will be appreciated, and no excessive penalty will necessarily be imposed other than replacement costs. Please do not hide any damaged items, but just let us know so that we can replace them for the next guests.

## 6. MINIMUM STAY

This property requires a two (2) night minimum stay.

## 7. CLEANING FEES

A \$75 USD cleaning fee is added to each booking, and you will find the property clean upon your arrival, completely set up with clean linens and towels. Laundry facilities and general cleaning supplies are accessible within the property. Daily maid service is not included or offered.

## 8. AIR CONDITIONING/HEATING

The thermostat will be set to 70 degrees when you arrive. Please return the thermostat to 70 degrees when you leave. There are three separate HVAC units in the property, with one remote operating all units. The remote is located on the side of the fireplace. There is a second remote located in the Lodge beside the unit. Please return remotes to the remote holders when you leave. Please turn off all fans when you leave.

## 9. LIMIT OF LIABILITY

The booking Guest and all members of the said guest's party (collectively the "Guest") agree to conform to all notices, rules, and instructions in and about the cabin.

Guest agrees that all personal property, furnishing, personal effects, horses and other items brought into the Property by Guest or their permitted guests and visitors shall be at the sole risk of Guest with regard to any theft, damage, destruction or other loss, and Host shall not be responsible or liable for any reason whatsoever.

Guest is responsible for his own conduct and that of any invitees. Use of the Property and associated lands and ground is at your own risk. Guest hereby covenants and agrees to indemnify and hold harmless the Host and his agents, owners, insurers, successors, employees, contractors, heirs, assigns and/or other representatives, from and against any cost, damages, liabilities, claims, legal fees and other actions for any damages, costs, attorneys fees incurred by Guest, permitted guest, visitors or agents, representatives or successors of Guest due to any claims relating to destruction of property (including horses) or injury to persons or loss of life sustained by Guest or family and visitors of Guest in or about the Property, and Guest expressly agrees to save and hold the Host harmless in all such cases.

Host and/or his manager reserve the right, in his sole discretion, to refuse or interrupt occupancy in the event of any non-fulfillment or breach of rental condition. Neither Host nor Manager shall be held liable for any losses, claims, damages, costs or expenses whether or not arising by the negligence of the Host or Manager, and the Guest hereby waives any and all such liability.

Guest hereby waives and releases any claims against Host, the Property owner, Manager and his agents, owners, insurers, successors, employees, contractors, heirs, assigns and/or other representatives, officially or otherwise, for any injuries or death that may be sustained by Guest on or near or adjacent to the Property, including any common facilities, activities, or amenities. Guest agrees to use any such facilities or amenities entirely at the Guest's own initiative, risk and responsibility.

The Guest booking this accommodation is responsible for making all members of the party aware of these terms, failing which the said Guest will be held liable to and shall save harmless and indemnify the Host from any losses, claims, damages, costs or expenses arising as a result thereof.

A confirmed reservation constitutes notice to Guest of these terms, and Guest is deemed to have read and agreed to the foregoing.

## 10. WRITTEN EXCEPTIONS

Any exceptions to the above-mentioned policies must be approved in writing in advance.

For the mutual convenience of the parties, it is understood and agreed that by making payment as requested, I (the Guest) shall have acknowledged and consented to all terms and conditions of this agreement, on behalf of myself and those in my party. No actual signature is required on this document to evidence the terms of rental, as stated. The date of this Agreement shall be the same as the date first payment has been made.

**Agreed and Understood by Guest and Host.**

Signed: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_