

Mt. Maplewood Lodge - Rules & Regulations

BY RENTING MT. MAPLEWOOD LODGE YOU AGREE TO THE FOLLOWING:

OCCUPANCY

Guest agrees that no more than 14 persons shall be permitted on the Property at any time during the Rental Term, all of whom shall comply with the conditions and restrictions imposed upon Guest under this Agreement.

CONDITION AND USE OF PROPERTY

The Property is provided in "as is" condition. Rental Agent shall use its best efforts to ensure the operation of all amenities in the Property, such as internet access, satellite or cable TV access or hot tubs, fireplaces as applicable. Rental Agent 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, pools, spas, fireplaces, decks, and the like may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children and such use is at the Guest's own risk.

Guest shall 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 clean and sanitary condition at all times. Guest and any additional permitted guests shall refrain from loud noise and shall not disturb, annoy, endanger, or inconvenience neighbors, nor shall Guest use the Property for any immoral, offensive or unlawful purposes, nor violate any law, association rules or ordinance, nor commit waste or nuisance on or about the Property.

DEFAULT

If Guest should fail to comply with the conditions and obligations of this Agreement, Guest shall surrender the Property, remove all Guest's property and belongings and leave the Property in good order and free of damage. No refund of any portion of the Total Rental Fee shall be made and if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs incurred.

ASSIGNMENT OR SUBLEASE

Guest shall not assign or sublease the Property or permit the use of any portion of the Property by other persons who are not family members or guests of the Guest and included within the number of and as permitted occupants under this Agreement.

RISK OF LOSS AND INDEMNIFICATION

Guest agrees that all personal property, furnishings, personal effects 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 Rental Agent shall not be responsible or liable for any reason whatsoever.

Guest hereby covenants and agrees to indemnify and hold harmless Rental Agent and their agents, owners, successors, employees and contractors from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, attorneys fees incurred by Guest, permitted guests, visitors or agents, representatives or successors of Guest due to any claims relating to destruction of property 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 Rental Agent harmless in all such cases.

RELEASE

Guest hereby waives and releases any claims against Rental Agent, the Property owner and their successors, assigns, employees or 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.

ENTRY AND INSPECTION

Rental Agent reserves the right to enter the Property at reasonable times and with reasonable advance notice for the purposes of inspecting the Property or showing the Property to prospective purchasers, renters or other authorized persons. If Rental Agent has a reasonable belief that there is imminent danger to any person or property, Rental Agent may enter the Property without advance notice.

UNAVAILABILITY OF PROPERTY

In the event the Property is not available for use during the Rental Term due to reasons, events or circumstances beyond the control of Rental Agent, Rental Agent will apply due diligence and good faith efforts to locate a replacement property that equals or exceeds the Property with respect to occupancy capacity, location and value that meets the reasonable satisfaction of the Guest. If such replacement property cannot be found and made available, Rental Agent shall immediately return all payments made by the Guest, whereupon this Agreement shall be terminated and Guest and Rental Agent shall have no further obligations or liabilities in any manner pertaining to this Agreement.

ADDITIONAL TERMS TO THE RENTAL AGREEMENT:

1. SMOKING POLICY: NO Smoking indoor. Any evidence of smoking (butts/smell) will result in \$200.00 remediation charge.

2. GENERAL: The guest is responsible for all other occupants using the premises and agrees not to have any more than 13 people staying overnight . No more than 14 people are allowed on the property at any time - NO parties.

3. CLEANING: The property will be inspected and cleaned after your departure. Please leave the property in the same general condition that you received it by making sure that the kitchen and bathroom are left clean, the house is neat/orderly, the outdoor furniture is in place, toys, all items put away, and all trash/recycling has been taken out to the bins in the driveway. Complete each task on the check-out day list provided.

4. GUESTS' LIABILITY: Guest agrees to accept liability for any damages caused to the property by the guest or the guest's guests, and for any items lost or stolen by guest or guests' guests. If damages are in excess of the security deposit being held, guest agrees to reimburse the owner for costs incurred to repair or replace damaged or missing items, including any administrative fees and time associated with repairs or replacement at the rate of \$25/hr.

5. SLEEPING CAPACITY / DISTURBANCES: Guests and all other occupants will be required to vacate the premises and forfeit all monies paid for any of the following: A: Occupancy exceeding the sleeping capacity of 14 people.. B: Using the premises for any illegal activity. C: Causing damage to the property or to any of the neighboring properties. D: Any acts which interferes with the neighbors' right to quiet enjoyment of their property..

6. GUESTS' RESPONSIBILITY: Guest is responsible for locking all doors and windows upon every temporary or permanent departure. Guest is responsible for returning all bicycles to their shed spots and locking them after each usage.

7. HOLD HARMLESS: The owner does not assume any liability for loss, damage or injury to any persons or their personal property. Guest agrees to hold harmless the owner for any loss or damage caused by weather conditions, natural disasters, acts of God, or other reasons beyond their control.

8. HOT TUB: Guest agrees that they are fully aware that swimming and the usage of hot tub can be dangerous, and guest hereby holds harmless the owner of above said property for any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the guest, or any of his/her guests as a result of, or in connection with the usage of hot tub made available by this property for their use. Children must be supervised by an adult, consult your pediatrician first. Pregnant women, elderly, persons with high or low blood pressure, diabetes or heart disease should consult a doctor before using. Do not use glass, alcohol, narcotics or medications. Do not use if above 104 degrees. Please replace cover when not in use.

9. PETS: Pets must be attended at all times inside and outside. Guest must clean up dog hair and food from house, and poo from yard and neighborhood. Any damage from pets will be deducted from security deposit. Guest is fully responsible/liable for pet's behavior on the property. Owner is not liable for any injuries or damage caused by pets. Excess dirt, pet hair or otherwise will result in \$100.00 heavy cleaning charge.

10. TERMS AND CONDITIONS: The guest, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Owner of above said property from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the guest, or any of his/her guests as a result of, or in connection with, the occupancy of the premises and agrees to hold the Owner free and harmless of any claim or suit arising therefrom. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors, or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs.

11. By booking this rental, The guest hereby acknowledges and agrees to the terms in this document.

MOST IMPORTANTLY - Have fun, relax and enjoy yourself! And don't be freaked out by the fine print. There have been no problems whatsoever; nobody has drowned, sprained an ankle, been carried off by a bald eagle or has been eaten by a bear, fox or deer. No future renter wants to find something broken and we want everything in order for you, our next renters, our home and our family. Please let us know if something happens and we will find an equitable solution together.

- Must be at least **25** years old to rent.
- Leave the house as you found it - keep it tidy and do not move furniture.
- We love traveling with our dog - so we allow responsible and experienced pet owners to bring along their dog.
- Be respectful of our wonderful neighbors. All outdoor noise after 10:00pm should be kept to a minimum.
- When using the fireplace, check the flue. It should be open when in use and closed when not in use.
- Please do not flush anything except septic safe toilet paper down the toilet
- There is no garbage disposal due to the septic system so please put food scraps in the trash and most important use the grease container for grease, oils and fat, then dispose of in garbage when cool.
- Garbage must be disposed of at designated trash location or minimum \$25 removal fee + \$3/bag of garbage.
- After eating outside, always bring food and dishes inside. Never leave dishes outside overnight. This is an invitation for pests, critters and bears to dine on the porch
- Keep grills and fire pit covered when not in use to avoid water and rust damage
- Trash & Recycling Pick up on Tuesday. All trash & recycling must be bagged and placed in bear-proof trash bins - red flag up.
- *We highly recommend opting into Cancel For Any Reason, Damage & Travel Insurance available at:*
<https://mtmaplewoodlodge.rentalguardian.com>

Sincerely,

Ricky Cortez

General Manager

Mt. Maplewood Lodge

SHORT TERM RENTAL LEASE AGREEMENT

THIS SHORT TERM RENTAL AGREEMENT hereinafter referred to as "Lease", made and entered into this th day of , by and between , hereinafter referred to as "Owner," and hereinafter referred to as "Renter," hereby rents from Owner and grants to Renter pursuant to all state laws, the vacation residence described below in its present condition, under the terms herein stated. Unit information, rental rate and other financial data is set forth on this lease.

Property: *Mt. Maplewood Lodge – Lake Naomi (5 Bedrooms & 2 Bathrooms)* #

Name: Address:

Lease Period: to **End date and time:**

Rental Amount: Renter agrees to pay the following sums of money to Owner in consideration of this lease: *Email/Mail the contract (initialed and signed), remember to include the deposit AND A PHOTOCOPY OF YOUR DRIVER'S LICENSE to:*

Upon deposit, Owner agrees to ensure that the vacation time is in the name of the Renter and to notify Renter of this. Renter agrees to confirm the reservation with the owner of the property and that it has been made accurately.

Please Note: **Fees for amenities are not included in rental costs.** Those are paid directly to Lake Naomi Association. The OWNER cannot be responsible for any changes of hours or closures for repairs to any of the community amenities.

1. **ADVANCE RENT PAYMENT:** The amount specified as the advance payment sum set forth herein, which includes one-half (1/2) of the gross rental rate, (1/2) of the security deposit, and this signed lease agreement must be returned to Owner within 7 days after the same has been forwarded to you or the reservation will be automatically canceled with no further notice. This agreement shall not be binding unless and until the Owner has received the amount specified and all checks have cleared the bank. *Checks should be made out to:*

2. **BALANCE:** Balance due including taxes, any handling fee, security deposit and any and all fees for goods or services as shown, must be received by Owner Thirty (30) days prior to arrival and may be paid by personal check, money order, or cashier's check. **NO PERSONAL CHECKS OR COMPANY CHECKS WILL BE ACCEPTED WITHIN THE 30 DAY PERIOD PRIOR TO CHECK IN.** A \$25.00 handling fee will be charged for all returned checks. For reservations made less than 30 days from check in, all funds or TOTAL, as shown are immediately due. **ALL RESERVATIONS MUST BE PAID IN FULL PRIOR TO CHECK IN. A VACATION RENTAL AGREEMENT MUST BE SIGNED PRIOR TO CHECK IN.**

3. **ALL ADVANCE PAYMENTS, RENT BALANCES, SECURITY/DAMAGE DEPOSITS AND ALL OTHER RECEIPTS FROM TENANT ARE HELD BY THE OWNER.** All Security Deposits will be returned within thirty (30) days of termination of occupancy, less any deductions authorized pursuant to the terms of this agreement.

4. **CANCELLATIONS/TRANSFERS:** A notice of cancellation must be received in writing. In case of cancellations, no refund of rents or securities paid shall be issued until the cancellation period is re-rented and confirmed. If the property is not re-rented, all rents paid, processing fees and taxes shall be forfeited as damages. **NO REFUNDS FOR WEATHER RELATED CONDITIONS** x INITIAL

5. **PETS:** are not permitted unless written consent has been received from the owner. Pets are allowed with a non-refundable pet fee. NO PUPPIES or CATS. Pets, when permitted are to be well taken care of (i.e. no pet hair, waste disposed of and no property damage) Violation is grounds for immediate termination with no refunds of rent, tax or deposit. **PET POLICY** x INITIAL

6. **ALL RENTALS ARE TO FAMILIES AND RESPONSIBLE ADULTS ONLY:** No high school, college or civic groups, chaperoned or not, are permitted. Violation is grounds for immediate termination. Properties are patrolled on a regular basis. Tenant acknowledges that he/she will personally occupy the property for the entire lease period and will not sublet any portion of the property. Occupancy restricted to the maximum occupancy as set forth in this lease. Violation of any of these terms shall give right to termination. Tenant agrees that the premises shall not be used for any illegal or unlawful purpose. Occupancy and use of the premises and common areas (Community Beach, Tennis Courts, outside grounds etc.) in such a fashion that disturbs or offends other residents shall be deemed grounds for termination and or loss of security deposit. We wish you to have an enjoyable vacation, but you must respect the rights of others in the community.

7. **SMOKING / FIRE:** Open fires of any sort are strictly **PROHIBITED** and fines incurred relating to this will come out of the security deposit. Fires are allowed in fire pit ONLY. Smoking shall be prohibited in the Leased Premise. The house is equipped with a fire monitoring system and it will activate if any persons attempt to smoke inside the premise. If this alarm is activated, the Fire Department will be dispatched and you will incur a fine. Please also throw away all cigarette butts. NO FIREWORKS! **SMOKING POLICY / RULES** x INITIAL

8. **FURNISHINGS/PARKING:** House is equipped and furnished to the Owner's taste and is set up for light housekeeping. Mattress pads, pillows, blanket and bedspreads are provided. **TENANTS MUST PROVIDE (OR RENT) BED SHEETS, PILLOW CASES & TOWELS.** There is a limit of 7 cars and there is absolutely no parking on the road. **LINEN AND VEHICLE POLICY** x INITIAL

9. **CARE OF PROPERTY:** PLEASE CHECK POOL CUES UPON ARRIVAL AND REPORT ANY BROKEN CUES TO OWNER IMMEDIATELY. **DO NOT MOVE ANY FURNITURE INCLUDING POOL TABLE.** Tenant is expected to care for the property as if it were their own. In additions, Tenant acknowledges that unless Owner is notified on day of check-in of any damage or cleaning concerns, then thereafter, all damages or concerns to the property during the occupancy will be Tenants responsibility and must be reported to OWNER. Tenant must leave the property in a clean condition to include the following: All dishes washed and put away. All floors free of debris. All doors and windows closed and locked. All damage reported to the OWNER. Administration charges for damage are \$25/hr. House must be left the same as you found it, the cleaning company will charge for any extreme cleaning and these charges will be passed along to the Tenant. Failure to abide by the established cleaning policy will result in monies being deducted from your Security Deposit. No telephone charges. Garbage must be disposed of at designated trash location or minimum \$25 removal fee + \$3/bag of garbage. **GARBAGE/CARE POLICY** x INITIAL

10. **TELEPHONE:** is provided and Tenant may make unlimited national calls. Owner will accept no toll phone charges.

