

# Rental Agreement

This Agreement applies to all members of the Guest's party no matter the age or affiliation. The Guest acknowledges that Guest is responsible for sharing the renter agreement, and its requirements, with all members of the Guest's party and anyone else permitted onto the Rental Property by the Guest.

In consideration of the rent received and the mutual promises contained herein, Owner of the Rental Property does hereby lease and rent to Guest(s) such Rental Property under the following terms and conditions:

1. Guest agrees to abide by all rules and regulations contained herein or posted on the premises related to the Rental Property. Guests' obligations include but are not limited to keeping the premises as clean and safe as the conditions of the premises permit and causing no unsafe or unsanitary conditions in the communal area and the remainder of the premises that Guest uses. Guests agree not to use the premises for any commercial activities or purpose that violates any criminal law or governmental regulation. A guest's breach of any duty contained in this paragraph shall be considered material and shall result in the termination of guest occupancy with no refund of any kind.
2. In no event shall the Rental Property be occupied by more persons than the capacity of the property as stated on the web site or the confirmation letter, without prior approval by the Owner. No fraternities, school, civic, or other non-family groups are allowed unless the Owner grants prior approval. In no event shall Guests assign or sublet the Rental Property in whole or in part. **Violations of these rules are grounds for expedited eviction with no refund of any kind.** Guests hereby acknowledge and grant specific permission to the Owner to enter premises at any time for inspection purposes should the Owner believe that Guests are causing or have caused any damage to Rental Property. Guest further agrees to grant Owner access to Rental Property for purposes of maintenance and repair. If listed "For Sale", Guests agree to grant access by scheduled appointment upon notification.
3. In the event Guest wishes to terminate this agreement, Travel Insurance, Damage Protection and any processing or administrative fees are non-refundable. The refund policy is under number 18 below.
4. A payment of 50% is taken by Owner at the time of the booking. Any remaining balance must be paid 30 days prior to the arrival date, or this Agreement may be cancelled by the sole option of the Owner. An automatic credit card payment for the remaining balance will be scheduled by the Owner to be made 30 days prior to the arrival date. The credit card of the first payment is used if a credit card was provided. If the automatic payment fails for any reason, it is the responsibility of the Guest to make sure that the remaining balance is promptly paid in full, or the reservation will be canceled with no refund of payments made. All policies contained in this Agreement shall apply equally to payments made by credit card, check or cash and whether made via website, by phone or in person. Any refunds due to Guests from a credit card payment will be refunded by credit card transaction; all other refunds will be made within 30 days by check.
5. A security deposit is required ("Security Deposit") and will be automatically reserved for the booking. The automatic reserve is conducted by putting a hold or charge on the Guest's credit card for the amount posted in the listing exactly 30 day(s) prior to the arrival date. The credit card for the last successful payment will be used. If, at the end of the rental period, the rental property is returned undamaged beyond normal wear and tear, the Security Deposit will be released in full within 7 days. In the event of any damages, Owner will provide Guest with a full accounting of expenses incurred and deductions made from the Security Deposit. Should the damages exceed the amount of the Security Deposit, Guest agrees to

pay the balance within 3 business days after receiving notification. Deductions from Security Deposit may include, but are not limited to excess cleaning fee, hot tub draining and refilling fee, trash removal fee, missing item replacement costs, damaged item replacement or repair costs, repair costs of buildings or grounds, or other service call fees. The owner is under no obligation to use the least expensive means of restoration.

6. Regular payments and security deposits for the booking will be displayed as **Hocking Hills Premier Cabins** on the Guest's credit card statement.
7. Guests must obtain permission from the Owner to have pets on the Rental Property. If permission is not given by the Owner, any pet(s) found in or about the Rental Property will be grounds for expedited eviction and forfeiture of all monies paid along with fees under number 18. below.
8. Guests must inform the Owner of their intention to bring children and the specific number. A child is defined as any person under the age of 18.
9. No refunds will be provided due to inoperable appliances, pools, hot tubs, elevators, etc. The Owner will make every reasonable effort to ensure that such appliances will be and remain in good working order. No refunds will be given due to power blackouts, water shortage, flooding, snow, construction at adjacent properties, or mandatory evacuations of the area by county officials due to hurricanes or other potentially dangerous situations arising from acts of God or nature.
10. There are no telephones in the Rental Property.
11. Guest is responsible for all shipping costs plus a \$15 handling fee charged to the credit card of file for any Lost and Found items that Owner is requested to return to Guest. Items found and not claimed within 30 days will be disposed of at the discretion of the Owner.
12. If a hot tub or pool is provided at the Rental Property, it will be prepared and evaluated for proper and safe chemicals prior to or on the day of occupancy. Misuse of a hot tub or pool by the spilling of foreign substances into the pool, i.e., soap, shampoo, oils, glass, or metal will result in a Service Call Charge at the sole discretion of the Owner. Under no circumstances are pets allowed in pools or hot tubs. Violation of this provision shall be grounds for expedited eviction and forfeiture of all monies paid.
13. If linens or towels are rented from the Owner or supplied with Rental Property, Guest is responsible for lost or damaged items at the cost of two (2) times the published standard rental price for such damaged or lost linens or towels.
14. In the event Owner is unable to make Rental Property available for any reason other than described above or a reasonable substitute as determined by Owner, Guest agrees that Owner's sole liability as a result of this unavailability is to provide a full refund of all monies paid under this Agreement and Guest expressly acknowledges that in no event shall Owner be held liable for any special or consequential damages which result from this unavailability. Guest also agrees to indemnify Owner from and against liability for injury to Guest or any other person occupying Rental Property resulting from any cause whatsoever including, but not limited to, injury sustained as a result of use of the phone, spa, hot tub, sauna, whirlpool tub, pool, exercise equipment, elevator, etc. except only such a personal injury caused by the gross negligence or intentional acts of the Owner.
15. Owner may terminate this Agreement upon the **breach** of any of the terms hereof by Guest. Guest shall not be entitled to the return of any rental monies paid under the terms of this Agreement and shall vacate the Property immediately.
16. Agreement shall be enforced under the laws of the state within which the Rental Property is located, including any applicable rental acts of that state, and represents the entire Agreement. Any amendments must be in writing and signed by both parties. In the event of a dispute, legal action may only be instituted in the county within which the Rental Property is located. If any part of this Agreement shall be deemed unenforceable by law, that part shall be omitted from this Agreement without affecting the remaining Agreement.
17. The Rental Property may offer access to recreational and water activities, including but not limited to canoes, bicycles, and swimming. Guests fully understand and acknowledge that

indoor or outdoor recreational and water activities have inherent risks, dangers, and hazards. Participation in such activities and/or use of equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability. Guest agrees to fully indemnify and hold harmless the Owner and all agents, employees, or contractors for any injury or damage caused by these activities, whether caused by the negligence of the Owners, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes foreseeable or unforeseeable. Guest hereby assumes all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the Owners or by any other person. Guest hereby voluntarily agrees to release, waive, discharge, hold harmless, defend, and indemnify Owner and all agents, employees, or contractors from all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of Rental Property facilities, equipment, or activities. Guest further assumes full responsibility for the actions of all persons whom he may allow to enter the property during the rental period and indemnifies Owner from all claims arising from such other persons.

## 18. **Hocking Hills Premier Cabins Booking & Rental Policies**

**OFFICE:** 10:00 am to 6:00 pm daily. 740-380-3242

### **RESERVATIONS**

#### ❖ **General Info**

- You must be at least 25 years old to reserve a rental property.
- A valid photo ID is required to reserve a rental.
- The guest on the reservation must be present at check-in along with matching photo ID and credit card used for reservation.
- The guest on the reservation must be present during the entire rental period.
- Your online reservation is not guaranteed until Hocking Hills Premier Cabins confirms it.
- All applicable lodging and sales tax will be added to rental rates.

#### ❖ **Minimum Stay Requirement**

- Weekdays and Weekends: 2-night minimum stay required.
- Holidays: 3-night minimum stay may be required.

#### ❖ **Holidays**

Check-ins will not be scheduled on the actual holiday. We recommend calling us to confirm holiday rates, requirements, and restrictions.

The following holidays are subject to Peak season weekend rates and require a 3-night minimum stay:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- week of Thanksgiving & Thanksgiving Day
- week of Christmas & Christmas Day

- week between Christmas & New Year's Day

#### ❖ **Methods of Payment**

- A major credit card is required to secure your reservation and must be in the name of the person making the reservation.
- The credit card will be kept on file for use in the event of any property damage or excessive fees. Security deposit will be refunded to the card on file.
- We accept Visa, MasterCard, and Discover.
- We do not accept debit cards, checks or cash.

#### ❖ **Security Deposit & Rental Payment**

- A refundable security deposit is required for all rentals.
- 50% of the total rental cost including taxes is due upon reservation.
- Balance of rental cost and security deposit is due 30 days prior to the arrival date.
- Security deposits will be refunded to the credit card on file within 7 days of check out, provided there is no property damage or missing inventory.
- Hocking Hills Premier Cabins reserves the right to deduct costs incurred for extra cleaning, damages, or items missing from unit from the security deposit.

Security deposits vary based on size of rental and the accommodations.

#### ❖ **Events**

- No events such as weddings, receptions, student groups, house parties, live bands, DJ's, etc.) must be approved in advance, at the time of reservation, by Hocking Hills Premier Cabins management.
- Guests found in violation of this policy will be forced to vacate the rental and will forfeit remaining monies.

#### **CANCELLATIONS**

- Guest receives 97.00% (less \$75.00 cancellation fee) if cancellation occurs at least 90 days before arrival; Guest receives 75.00% (less \$75.00 cancellation fee) if cancellation occurs at least 60 days before arrival; Guest receives 50.00% (less \$75.00 cancellation fee) if cancellation occurs at least 30 days before arrival; No refunds within 30 days of arrival.

**We will make every effort to secure a new reservation for your rental dates. If secured, we may issue you an additional refund.**

#### **REFUNDS**

- Refunds will not be issued due to weather conditions or for early departures.
- Refunds will not be issued in the event of mechanical failures, absence of any item, or for public utility problems.
- Our rentals are located in wooded areas and are treated regularly for insects and other woodland pests. Refunds will not be issued for sightings or problems related to such.
- In extenuating circumstances, we reserve the right to transfer you to similar accommodations. If it is necessary for us to cancel your reservation due to no fault of yours, monies will be refunded.

#### **PERSONAL PETS & SERVICE ANIMALS**

- Personal pets are permitted in specific rentals only and must be approved at the time of reservation.
- Guests with pets will be charged a fee of \$30 per pet per night.
- No more than 2 pets are permitted in a rental unless prior approval.
- Discovery of an unauthorized pet will result in a \$500.00 non-refundable fee charged to the credit card on file plus \$30 per night per pet.
- The booking guest will be held responsible for approved pets and must ensure pet waste is disposed of properly.
- Pets left unattended inside the rental must be in a secure kennel.
- Pets must be always on a leash when outside and under control.
- Pets must be well-mannered and housebroken.
- The following breeds and mixes are not permitted: Rottweilers, Dobermans, Pit Bulls
- Pets are not permitted on the furniture.
- Excessive barking will not be tolerated.

#### **CHECK-IN AND CHECK-OUT TIMES**

- Check-in time is 3:00 pm for cabins and 4:00 pm for lodges.
- You will be emailed access instructions to the email on file late the night before your arrival so you can easily access them.
- Early check-in and late check-outs are not usually possible due to the popularity of the properties.
- Check-out time is 11:00 am for all rentals.

#### **WALKTHROUGHS & EQUIPMENT ISSUES**

- Property walkthroughs are \$50, by appointment only, limited to one hour, and payable in cash prior to the walkthrough.
- Equipment failures and problems with the rental must be reported immediately. Service will be provided as soon as possible.

#### **CHECK-OUT PROCEDURES**

- Remove all items from the refrigerator and wipe clean.
- Ensure the stove top and oven are left in clean condition.
- Load and run the dishwasher.
- Leave linens on the beds.
- Place towels in the bathrooms.
- Place all trash in secured trash bags in the outside trash containers with lids latched in place. Loose trash in the outdoor containers may cost a \$75 cleaning fee.
- Pick up any loose trash around the outside of the property.
- Set the thermostats at 60 degrees if heat is on and 78 degrees if AC is on.
- Lock doors and windows upon exiting and return keys to the lockbox. Lost keys are subject to a \$25.00 replacement fee.
- A \$50.00 per hour excessive cleaning fee will apply to rentals left in poor condition.

#### **PROHIBITED ITEMS & ACTIVITY**

- Fireworks and other explosives are prohibited and may not be brought on premises.
- Shooting guns of any kind is prohibited. This includes paintball guns, air guns, BB guns, etc.
- Hunting is prohibited.
- Loud music or excessive noise is prohibited. Quiet hours are 10 pm to 9 am.
- Illegal drugs and activities are prohibited.

- All minors must be under parental supervision.
- Use of ATVs is prohibited on our properties. Any ATVs on the premises must be trailered while on our property.
- Tents, campers, or additional outdoor equipment are prohibited.
- Fires outside the provided fire pit are prohibited.
- Placing cans, glass or plastic trash in the fire pit is prohibited.
- Movement of furniture inside or outside is not permitted.
- Candles and open flames is not permitted inside the rentals.
- Guests are prohibited from publicly disseminating of any kind, through any means, any video, photographic broadcast, reproductions of property or anyone's activities while on the property. Guests shall indemnify and hold harmless the owner, its agents from any claims, liability, expenses, or damages relating to such broadcast or reproduction.

**•If failure to comply with regulations listed above results in a call to the local authorities, it could result in an early termination of your stay with no monies refunded.**

#### **SMOKING**

- Smoking is prohibited inside any of our rentals.
- Discovery of smoking inside a rental will result in a \$400 fee charged to the credit card on file.
- Smoking is permitted outside. Please dispose of butts in the cigarette receptacles provided. DO NOT throw cigarette butts on the ground.

#### **FURNISHINGS & TRASH SERVICE**

- Bed linens and bath towels are provided. Bring additional towels for hot tub and/or pool use.
- Kitchen cookware and utensils are provided. Napkins, salt/pepper, condiments, coffee, filters, and coffee supplies are not provided.
- We provide an initial supply of kitchen trash bags, outside trash bags, paper towels, bathroom tissue, dish soap, dishwasher soap, and hand soap. You may wish to bring additional quantities.
- Personal care items such as shampoo, bath soap, and hair dryers are not provided.
- If the rental is for 3 days or longer, and includes washer and dryer use, High Efficiency laundry detergent will be required.
- If the rental is for 3 days or longer and trash service is needed, just contact our office or you may use the dumpster or large trash containers that are on the property.

#### **FIREPLACES, FIRE PITS, & OUTDOOR GRILLS**

- Gas or wood-burning fireplaces are not for use April 15 - September 1.
- Damper must be left open when fireplace is in use.
- Fire pits are provided. You are responsible for supplying wood, starter logs, etc.
- Wood on the ground may be gathered but cutting any wood on the property is prohibited.
- Any fire, inside or out, must never be left unattended.
- Flashlights are not provided.
- All rentals are equipped with a charcoal grill.
- You are responsible for providing charcoal, foil, starter fluid, and lighters.

## **OCCUPANCY**

- Please adhere to occupancy standards posted on each rental description. These standards, set by state and local code, cannot be exceeded. The occupancy count applies to all guests regardless of age and includes visitors.
- If additional guests are discovered above your reservation, occupancy rates will be applied and could result in early termination of your rental with no monies returned.
- Visitors to rentals are not permitted without management approval.

## **HOT TUBS AND POOLS**

- Due to frequent water changing and sanitation requirements, the hot tub may not be fully heated upon arrival.
- Hot tubs heat ~ 5 degrees per hour.
- Keep the cover on when not in use to maintain proper temperature.
- Do not use the hot tub at temperatures exceeding 104 degrees.
- Jet speed and temperature may be adjusted; no other settings should be changed.
- Please shower before and after hot tub or pool use to remove lotions, dirt, and chemicals from your body.
- Do not add bubble bath or bathe in the hot tub and/or pool.
- Do not have glass containers in or around the hot tub and/or pool.
- Do not leave children unattended in or around hot tubs and/or pools.
- Do not sit, stand, or lay on hot tub covers. If damaged, the replacement cover charge is \$450.
- Hot tubs left excessively dirty may be subject to a cleaning fee of \$125.
- A small cup of sanitizer will be left in the cabinet above the range for each night of stay. Please sprinkle 1 cup each evening after using tub, turn on the jets and close the cover. The jets will turn off automatically.
- The floater inside the hot tub contains sanitizing bromine tablets. It may be removed during tub use. Please replace it whenever the tub is not in use to maintain sanitation process.
- Please contact our office if the hot tub becomes cloudy and we will service it during your stay.
- Hot tubs and/or pools may fade or stain bathing suits. We recommend rinsing after use. We assume no responsibility.
- Additional requirements are posted by hot tubs and pool. All guests must abide by them.

## **ROADS AND DRIVEWAYS**

- Roadways in the Hocking Hills area are well maintained but can be curvy and steep.
- Our rentals have gravel driveways, and some are long and/or have steep grades.
- Although we plow, driveways may still be snow-covered and icy.
- We recommend four-wheel drive, when possible, especially during the winter. Please take care as we do not pay towing fees.

## **WATER & SEPTIC SYSTEMS**

- Our rentals have well water, and the water may contain high mineral content or Sulphur. Most of our rentals have Kinetico water softeners to help with any hardness problems, however you may prefer to bring bottled water.

- Our rentals have septic systems. Flush only bathroom tissue. The system will not handle tissues, paper towels, baby wipes, diapers, feminine hygiene products, etc. If the septic system is clogged due to any of these items, additional fees will be charged to the credit card on file.

#### **CELL SERVICE, WIFI, & SATELLITE TV**

- Cell phone service cannot be guaranteed in all Hocking Hills areas.
- If the rental has WIFI or Satellite TV, please understand signals in the Hocking Hills area are not as strong as metropolitan areas.
- Please call our office if you encounter a problem with the WIFI or Satellite TV. We cannot issue refunds due to service provider issues.

#### **DAMAGE TO PERSONAL PROPERTY & ITEMS LEFT BEHIND**

- All guests are responsible for securing their personal property in and around the property.
- Hocking Hills Premier Cabins is not responsible for damage or theft of any guest's personal property or vehicles at our properties.
- Items of value left behind will be removed from the rental and stored for 30 days. It is the guest's responsibility to contact us and to pay for any shipping and handling charges incurred to return the item.

**NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, Guest has read and agreed to the following:**

I understand the rules and rental conditions upon which I agree to rent accommodation, equipment, and use of the property. I acknowledge and accept that the sole responsibility for safety lies with the participant. In agreeing to this, I acknowledge that outdoor activities and exposure to the natural elements and animals can be dangerous and sometimes result in injury and even death. Steps and decks can be slippery, animals and insects can threaten and infect or injure, exposure to the elements can cause hypothermia, sunburn, among other risks inherent in participating in camping, outdoor and water activities. I know that alcohol and/or drugs do not mix safely with any outdoor activity.

I am over the age of 25 and assume responsibility for those in my charge under the age of 25. I hereby assume all legal responsibility for bodily injury to me or to any person on the property because of my visit and use, operation or possession of equipment hired or loaned to me. Acknowledging this, I accept complete responsibility for the minor children and myself in my charge and visit the property and equipment and engage in activities or events at my own risk.

I will abide by the rules and accept these rental conditions:

- The property I rent will be returned to the same condition in which it was rented, and I will be responsible for all damage and/or loss that occurs during my rental period.
- I agree to hold harmless and to indemnify Hocking Hills Premier Cabins, and the Owner of the Rental Property against all loss, damage, expense and penalty on account of personal injury or property damage to the rental dwellers, the undersigned or to any minor child or children in the charge of the undersigned, howsoever rising, whether by act or acts or failure to act of the employees, owners or animals of the said company or property owners or not.
- I acknowledge receipt of the property in good order and condition (if found otherwise per my arrival I will contact Owner immediately) and further agree that the Owner of the Rental Property shall not be liable for consequential damages of any kind or nature from whatever cause arising, whether property or equipment is loaned or rented.
- I enter into agreement freely with the Owner of the Rental Property at my own risk, acknowledging the risks inherent in indoor and outdoor activities and assume all responsibility for the minor children and myself in my charge.
- All parties agree to and will comply with Federal, State and County pollution laws and any other applicable laws and regulations