

The Creekside Cabin Rental Agreement

Please initial each page before faxing or mailing.

The Creekside Cabin is a wonderful, peaceful, amazing mountain home. No doubt you have a glimpse of this from the descriptions, pictures and testimonials in this web site. As the owners of the property we truly love it here and appreciate the cabin and surroundings every moment. We offer this wholeheartedly to you. As you experience and enjoy your time at the Cabin we ask that you abide by the following policies for the continuing quality of the Creekside Cabin and benefit to all who will stay here after you.

Atmosphere

All rentals are to **vacationing families with responsible adults. No groups, events or parties permitted.** Any violation of this rule will result in immediate eviction from the property without refund.

Tenant/Responsible Party

The person in whose name the cabin is reserved will be responsible for all occupants complying with rental policies, procedures and restrictions. The Tenant/Responsible Party must be physically present during the entire reservation period and no subletting is allowed. All payments, transfers, modifications, or cancellations to the reservation must be made by the Tenant/Responsible Party.

Cabin Capacity

The maximum number of people The Creekside Cabin accommodates is 8. This represents the maximum number of people including children **allowed to stay in the cabin or on the property at any time.** No additional persons will be allowed to occupy the property in campers, vans, tents, etc. Sleeping accommodations are a king bed and two queens each supplied with full linens and pillows, and two auto-inflating air beds, pillows included but no linens.

Liability for Damages

Aside from normal wear and tear you agree to pay the owners of The Creekside Cabin for any actual damages to the property or its contents during your stay.

Entry

It may be necessary for the owners or their representative to enter the cabin during reasonable hours for any purpose connected with the repair, care or management of the property. Should this become necessary during your stay we will notify you in advance.

Maintenance/Mechanical

All equipment and appliances are well maintained and in good working order. However, if an unexpected breakdown occurs, please report such to us promptly and every effort will be made to resolve the problem as quickly as possible. No refunds/credits will be made for equipment failures as they are beyond our control.

The Creekside Cabin Rental Agreement

Loss of Use

The Creekside Cabin and its owners will not be liable for rental refunds in case of tenants' loss of use by tenants' change of plans or occurrences such as tenants' illness or emergencies as well as inclement weather, power outages, etc.

Locked Areas

Any locked areas are reserved for the storage of the private property/supplies of The Creekside Cabin. These areas are not included in this rental.

Piano

A beautiful Yamaha Clavinova electronic player piano is located in the great room for the pleasure of all. However, adults and qualified players ONLY are allowed to use the piano. There are about 100 pre-recorded songs on the piano that are not to be erased. Care must be taken if you use the piano, for any damage up to the replacement value of the piano will be charged to the Tenant/Responsible party.

Pet Policy

We are dog friendly by arrangement. When booking your reservation please tell us about your pet(s). All or a portion of the damage/security deposit may be retained if cleaning or repairs of pet damage is needed to return the cabin and/or its contents to its original condition.

Smoking/Use of Fire

SMOKING is allowed on the outside decks and gravel area near the cabin. Absolutely no smoking allowed inside the house. All ashes and butts must be carefully disposed of by smoker. No ashtrays or other receptacles are provided. The gas BBQ is to be used with care only on the deck. Except for the wood stove and cooking in the kitchen, no fires of any type are allowed inside the house including candles. Violation of these rules is grounds for immediate eviction without refund and all or a portion of the damage/security deposit may also be retained if additional cleaning or repairs of actual damages are necessary to return the cabin and/or its contents to its original condition.

Use of ATV's/Motorcycles

No off road motorcycles or ATV's are to be used anywhere on the property. You are welcome to bring motorcycles or ATV's on their trailers to the property for use in the National Forest area just down Dog Creek road or the many other federal land areas nearby.

The Creekside Cabin Rental Agreement

Firearms

No hunting or discharging of firearms is allowed anywhere on the property.

Fishing

Fishing is allowed in the creeks on the property. **No fishing is allowed from the bridges.** Catch and release only. State Fish and Game laws apply including the requirement to have and display a fishing license.

Swimming

Swimming is allowed in the creek. For your safety **absolutely no diving or jumping from the bridges or banks of the creek.**

Check In/Out

Check in time is 4PM. Check out time is 11AM. **You will receive a code to a lock box located near the front door. To check-in you open this box with your code to collect the keys and enter the Cabin.** Guests must vacate the rental property the last day of tenancy before check-out time. Failure to check out on time will result in a minimum charge of one additional day based on the daily rate for the time of year. If you decide to check-out before your scheduled departure date please contact us. There are no refunds or credits for early departure or unused time.

Personal Items Left

Please be sure to double check to departure. If we are asked to return personal items to you, there will be a minimum \$10.00 fee in addition to shipping charges or special packaging, which will be deducted from your damage/security deposit.

Deposits and Cancellation Policy

50% of the total of the Rental Amount, Damage/Cleaning deposit and 10% County Tax are due when booking the property. Remaining 50% is due on or before 45 days of arrival.

Cancellations will be accepted by telephone and must then be formalized in writing by the Tenant/Responsible Party within 5 days. Due to demand we must state the following conditions for cancellations:

45 Days or More Prior to Reservation Date: Full refund of prepaid rental payments will be refunded to you less a 15% cancellation fee based on your total rental amount.

44-30 Days Prior to Reservation Date: \$500 cancellation fee. All prepaid rental payments will be refunded.

29-0 Days Prior to Reservation Date: No refund.

The Creekside Cabin Rental Agreement

NOTE: If rescheduling the cancelled dates is possible you may not lose your deposit or rental payments.

Long Distance Phone Calls

Telephones are included in our cabin for your convenience. All long distance calls must be charged to your home phone, credit/calling card, or collect call. Please remember to bring your calling card number. Any long distance call charged to the cabin's phone bill will be re-charged to you and deducted from your security deposit including a 50% surcharge. This process may hold up the return of your deposit until the actual phone bill arrives from the phone company. Cell phones work at the cabin but you may have to step outside for decent reception.

Cleaning

Cleaning is included in your rental charge and provides a basic clean-up, as listed below. Please treat the cabin as if it were your own. Please leave it clean, neat and undamaged. Please follow the check-out procedures. A reminder check-out list is included in the guest information book in the cabin for your convenience. The basic clean-up performed by the owners after your checking out is the appropriate amount of labor time needed to restore the cabin to the condition in which you received the cabin upon your check-in. The time needed to perform this may vary based on the number of occupants in your party as well as the length of your stay. Though usually not required, if time is required to return the cabin to its original condition because of the tenants failing to follow the check-out procedures, the labor time will be charged in an amount sufficient to cover actual labor costs incurred.

Use at Your Own Risk

By signing this agreement and taking occupancy of The Creekside Cabin, you agree to use The Creekside Cabin and the surrounding property and natural area including the creeks at your own risk and hold harmless the owners of The Creekside Cabin in case of personal injury.

The Creekside Cabin Rental Agreement

Cleaning provided automatically with your rental charge:

- Cleaning and sanitizing bathrooms
- Washing/drying of linens-beds made & towels placed in appropriate locations
- Floors mopped and vacuumed
- Initial supply of trash bags, toilet tissue, dish/dishwasher soap & bar soap
- Garbage picked up after your stay
- Dusting

Check-out Procedures

- **General:** We ask that you leave the Cabin in the *same condition* you found it. Except **you DO NOT need to:**
Sanitize the bathrooms, Wash linens and towels
Sweep/mop/vacuum floors, Dust
- **Wood Stove:** Firewood is provided. Please clean and sweep around the wood stove upon your departure. Ashes can be left in the wood stove. Do not remove ashes to outside.
- **Dishes/cookware:** The kitchen is completely stocked with dishes, glassware, silverware, and cookware. All items are to be left clean and returned to the appropriate cabinets. Do not leave any dishes in the dishwasher (clean or dirty) or return any items to the cabinets wet.
- **Kitchen:** Please clean the range top, oven, microwave and refrigerator so they are in the *same condition* that existed when you checked in. Wipe all counters and cabinets as needed. If you wish, feel free to leave any unused food items behind for the next guests but please remove and discard of all opened/used items.
- **Garbage:** Place all garbage *in securely tied bags* (supplied) and place them in the trash can(s) provided in the pump house. Do not throw loose garbage in the can. Be sure the door is tightly closed and latched.
- **Gas Grill:** The grill should be ready for the next guests to use in the *same condition* as when you checked in.
- **Thermostat:** Turn to OFF. Fan on AUTO not ON.
- **Windows/Doors:** All securely locked. Blinds down.
- **Return of Items:** All items such as blankets, folding chairs, furniture, games, tapes, etc. must be returned to the appropriate locations. Lower patio umbrella.

The Creekside Cabin Rental Agreement

Check-out Procedures (cont)

- **Appliances:** Check that all appliances are OFF: coffee pot, oven, stove, etc.
- **Linens:** Linens are provided for your convenience – sheets, towels, blankets, etc. You do not need to wash any of these items upon check-out but we ask that you strip the sheets from the beds and place them, along with used towels, on the floor in the laundry room.

Return of Keys

Upon check-in you will key in a code to a lock box near the front door to collect your keys. Please leave the keys in the lock box outside to prevent locking yourself out. Upon check out leave them on the kitchen counter or place them back in the lock box

Deposit Returned

Upon return of the keys to us, checking the cabin upon your departure and upon receipt/checking the telephone bill your damage/security deposit will be returned to you. **This usually takes place within 3-7 days!**

I understand the above rules and rental agreement for *The Creekside Cabin* and agree to abide by them.

Signed:	Date:	Print this agreement initial each page and fax to 1-866-595-3232
Print Name:		
Address :		
Email: Phone:		
Driver License#	State:	

Need more information? Call Chris at (530) 605-6711
or email Chris at chris@thecreeksidecabin.com