

RENTAL AGREEMENT

TRICKLE CREEK AT HOCKING HILLS

1346 HEMLOCK COURT N.E.

LANCASTER, OH 43130

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Thank you for choosing Trickle Creek at Hocking Hills for your upcoming vacation. We know you have choices and we appreciate the opportunity to serve you. If there is anything additionally we can do or provide to make your stay more memorable, please call or email us to discuss.

For your protection and ours, we require all renters to sign and return this Rental Agreement, which is made between **Trickle Creek at Hocking Hills** (Owner/Agent) and _____ (Renter). After reviewing, please sign & return this Rental Agreement. **Please note this agreement must be received prior to your scheduled arrival date.**

Minimum Age

Renter must be 30 years of age or older to rent a cabin. As the responsible member of your group, Renter will be responsible for anything that occurs during the stay. Renter must be present at Check-in and throughout the duration of the rental period.

Payments and Deposits

- Any reservation made 31 days or more in advance of your scheduled arrival requires 50% of the total charge be paid at the time of reservation. The remaining balance will be automatically charged to your credit card in full 30 days prior to your scheduled arrival.
- Any reservation made within 30 days of your scheduled arrival requires 100% of the total charge be applied to your credit card at the time of reservation.
- Rates are provided on a per night basis.
- A 2 night minimum stay is required to rent any cabin. A 3 or 4 night minimum stay is required on weekends and holidays. A cleaning fee, a 7% sales tax, a 6% lodging tax and either a 2% or 6% Service fee by "Hocking Hills Online" booking provider will be added to the stated nightly rates. These rates are subject to change without notice.

Payments and Deposits (Continued)

- Any charge(s) related to excess cleaning, damage to property and/or contents, theft of any property or contents and any charge associated with violating any rental agreement will be charged to Renter's credit card on file within 30 days of departure and an itemized list of charges will be emailed to the address on record.

Payment Methods

- For your convenience, we accept Visa, MasterCard, Discover and American Express credit cards.
- We **do not** accept debit cards or personal checks.
- Certified checks and/or money orders will be accepted if reservation is made more than 30 days in advance of scheduled arrival date; however, a credit card must be provided for damage deposit. (Please call for arrangements).
- ***Please note: The responsible person making the reservation must provide the credit card used, as well as, driver's license in advance of check-in.***

Refunds/Cancellations

- Our cancellation policy is strictly adhered to – no exceptions.
- Cancellations more than 30 days in advance of your scheduled arrival will receive a full refund less a \$100 processing fee.
- Cancellations within 30 days of your scheduled arrival will receive no refund
- No refunds or credits for late arrivals or early departures.
- No cancellations or refunds due to inclement weather.
- No refund will be given for all or part of your party not showing up for your reservation.

Liability

Renter agrees to assume any and all liability for any accident, injury or damage to persons or property (including those of Renter's guests) and agrees to save harmless and indemnify Owner/Agent from any and all claims of liability resulting from Renter's or Renter's guests' use of any/all facilities provided in or on the premises. Renter agrees to be held liable for the actions of all guests on the property at all times during the rental period. Renter understands that wood decks are very slippery in cold weather and that salting wood decks is not performed due to the damage to the wood surface.

Furniture & Fixtures

Renter agrees not to move any furniture or fixtures from its location. Renter also agrees not to disconnect or reconfigure any electronics including TV's, DVD players, sound bars, etc... Any violation of this policy without prior owner/agent authorization will result in a \$100 fine + damages.

Damages/Excessive Cleaning

Renter assumes all financial responsibility for any/all damages that occur at or on the property as a result of your stay. Each cabin is thoroughly inspected for damages before and after each rental. If Renter notices any damages at check-in please contact management immediately. Renter will be charged for any loss or damage to any structure, fixtures, furnishings or equipment. Charges will be equal to either the repair or replacement cost. Renter agrees that the credit card submitted for payment or held on file for deposit shall be charged to cover any such damage. An itemized list of any damages, as well as, the repair or replacement cost for each item will be e-mailed to Renter at the time of processing the payment.

Renter shall be charged for any excessive cleaning that is required following check-out as a result of your stay. Excessive cleaning includes, but is not limited to discarding of excess trash/cigarette butts, fumigation, excessive cleaning of appliances, dishes, soiled floors, items requiring professional cleaning (i.e. carpet stains, fabrics, etc...)

Check-In

Check-in time is 4:00 p.m. Unfortunately, we are unable to accommodate early arrivals. Instructions for check-in will be e-mailed to you the weekend prior to your arrival **AFTER** you have accepted and agreed to this rental agreement. No refunds will be provided for failing to follow check-in procedures. ***Please note: The responsible person making the reservation must provide the credit card used, as well as, driver's license prior to check-in.***

Check-Out

Check-out time is strictly at 10:00 a.m. weekdays and 11:00 a.m. weekends – no exceptions. We need time to clean the cabins for our next guests. A \$100/hour fee will be charged for guests not vacating by the check out time.

Occupancy

All persons, including children, count toward the maximum number of guests at any given cabin. Please adhere to your reservation.

Paid and Registered Guests Only

No visitors are allowed on the premises at any time during your stay. Each cabin has a maximum number of registered guests permitted (8). If additional guests and/or visitors are found you may be asked to leave with no refund.

Pets

No pets are permitted on the premises at any time. Any violation will result in a loss of damage deposit + damages and you may be asked to leave the premises without a refund.

Smoking

No smoking is permitted inside of any cabin. Please respect your surroundings and do not litter or throw cigarette butts on the ground. If it is determined that smoking has occurred inside of a cabin, your credit card will be charged a fee of \$100. – no exceptions.

Weapons, Hunting, Fireworks, ATV's

No weapons of any type, hunting, fireworks or ATV's are permitted on the premises at any time during your stay.

Bugs

Our cabins are sprayed regularly both inside and out for insects/bugs. Although we make every effort to contain such insects you may on occasion find some that make their way inside. Please maintain perspective and remember that you are in a heavily wooded area that is the natural habitat of all sorts of animals and insects. No refunds will be issued for insects/bugs found inside your cabin.

Hot Tubs

Hot tubs are serviced prior to your arrival. Each cabin has hot tub rules, procedures, and precautions that must be strictly followed to ensure your safety, as well as, useful enjoyment during your stay. A posting is placed at each cabin regarding your use of the hot tub. Every effort is made to ensure your hot tub is ready to go prior to your arrival. On occasion your hot tub may not be ready upon your arrival due to cleaning/regular maintenance and may not be warm enough for use until later in the evening. Hot tubs left dirty will be subject to a \$100 cleaning fee. Any damage to the hot tub cover will result in a replacement fee. It is essential to remove body lotions and makeup before using the hot tub. **PLEASE DO NOT SPLASH WATER OUT OF HOT TUBS. A LOW WATER LEVEL WILL RESULT IN DAMAGE TO THE PUMPS. IF THE PUMPS ARE DAMAGED YOU WILL BE CHARGED FOR A NEW PUMP AND THE LABOR TO REPLACE IT.**

Fireplaces

To reduce energy consumption Renter acknowledges that our indoor gas fireplaces are not operational between May 1st – September 30st. **PLEASE DO NOT OPEN THE SCREENS TO THE FIREPLACES. MOVEMENT OF THE CERAMIC LOGS WILL RESULT IN DAMAGE TO SAID LOGS. THEY ARE VERY EXPENSIVE. IF MOVED, AND DAMAGED, YOU WILL BE BILLED FOR NEW LOGS.**

Fire Rings

Designated outdoor fire rings are located at each of our cabins. Fires are only permitted at these locations and must be contained within the fire ring. Firewood may be purchased at most local gas stations or by the bundle by Trickle Creek when available. **DO NOT CUT OR TAKE FIREWOOD FROM THE WOODS OTHER THAN SMALL STICKS FOR KINDLING. WET LOGS TAKEN FROM THE WOODS WILL NOT BURN AND WILL LEAVE LARGE PARTIALLY BURNT LOGS THAT WE NEED TO REMOVE. IF ANY UNBURNT LOGS FROM THE WOODS NEED TO BE DISPOSED YOU WILL BE CHARGED A FEE TO DO SO.**

Quiet Time

We do not permit parties and/or loud music at our properties. Please respect-neighboring properties. All cabins have posted quiet hours from 10:00 p.m. to 8:00 a.m. If this policy is violated, you may be asked to leave without any refund.

Amenities

Owner/Agent is not responsible for mechanical failures of non-essential items, including but not limited to hot tubs, televisions, DVD players, music players, internet/telephone/cable access, dishwashers, washer/dryers, fireplaces, air conditioning or any other mechanical device that fails to operate during your stay. Management will make every reasonable effort to repair any malfunctioning item during your stay; however, no refunds will be provided for any mechanical failure out of our control.

Acts of Nature

No refunds will be issued for any utility disruption including, but not limited to power outages, water outages, satellite and/or Internet outages, etc... These failures are beyond our control and no refund will be given.

Lost Items

Owner/Agent is not responsible for lost, stolen or forgotten personal belongings. Please check your cabin thoroughly for any personal belongings when leaving. If you happen to leave something behind, please notify management and we will make all reasonable efforts to search for the item(s) and mail them to you at your expense. You will need to provide a postage paid envelope to our office.

Driving

Please acknowledge that you are responsible for getting to/from your cabin. All of our cabins have gravel driveways and some can be steep in spots. Although most cars should have no problem during most of the year, during winter months and/or inclement weather 4WD is strongly recommended. Please be careful driving. Owner/Agent shall not be held responsible for any accident and/or getting stuck for any reason at any time. If a tow is required, it will be at your expense – no exceptions.

Cell Phone

Cell phone reception is very spotty at most locations, especially with Verizon. ATT is best. But Sprint also works well.

Security Cameras

Renter acknowledges that security cameras are used at some or all of our cabins to ensure the security of the premises from theft, unauthorized access, or damage to the property. All security cameras are strategically positioned so as to not interfere with the peaceful possession of our guests or their privacy.

Renter/Reservation Information

Name _____

Address _____

City _____ State ___ Zip _____

Home Phone _____

Mobile Phone _____

eMail: _____

Date of Birth _____

Arrival Date _____

Departure Date _____

Cabin Name _____

Number of Nights _____

Number of Guests _____

Guest names and approximate ages

Renter hereby agrees to all terms and conditions contained within this Rental Agreement by providing his/her signature below:

Signature

Date

IT IS STRONGLY ENCOURAGED TO SHARE THIS RENTAL CONTRACT WITH ALL MEMBERS OF YOUR GROUP PRIOR TO ARRIVAL.