

MOUNTAIN CREEK CABINS, LLC

RENTAL AGREEMENT

CHECK-IN IS 3:00 PM OR LATER AND CHECK-OUT IS 11:00 AM. (NO EXCEPTIONS)

IF YOUR STAY IS WITHIN 30 DAYS, YOUR CREDIT CARD WILL BE CHARGED THE FULL AMOUNT.

IF YOU NEED TO CANCEL A RESERVATION, WE WILL PROVIDE A 90% REFUND FOR CANCELLATIONS 15 DAYS OR MORE IN ADVANCE. THERE WILL BE NO REFUNDS FOR CANCELLATIONS WITHIN 15 DAYS OF RESERVATION UNLESS WE RE-RENT IT.

NUMBER OF OCCUPANTS CANNOT EXCEED THE STATED OCCUPANCY FOR THAT CABIN.

No tent camping and **NO PETS ALLOWED.**

No refunds for cancellations due to inclement weather or power outages. We **REQUIRE** AWD or 4WD during winter months.

We reserve the right to charge your credit card for any damages or excessive cleaning from your stay. If you notice any problems upon checking in, please let us know right away to avoid any damages being charged to your account.

You must be 21 years of age or have a parent or guardian staying in the cabin with you, in order to rent a cabin.

NON-SMOKING. Smoking is not allowed inside the cabins, but you are welcome to smoke outside or on the decks/porches. Ashtrays are provided for your use. **SMOKING IN THE CABIN WILL RESULT IN A \$200 CHARGE.**

INDEMNIFICATION AND HOLD HARMLESS - Guest(s) shall be solely responsible for any property damage, accident or injury to any person or loss sustained by any person arising out of or in any way related to Guest(s) use of the premises or equipment located on premises. Guest agrees to release, indemnify and hold harmless Mountain Creek Cabins and owner from and against all liability for injury to the person of the Guest, to any member of his party or any Guest, resulting from any cause whatsoever. This indemnification specifically includes use of any hot tubs, whirlpools and recreation equipment. **NO HUNTING.**

QUIET HOURS ARE FROM 9PM TO 9AM.

HOUSE PARTIES - EXCESSIVE SPEEDING – DISRUPTIVE BEHAVIOR - FIREARMS – FIREWORKS – ATV’s. Occupancy and use of premises shall not disturb or offend neighbors or residents. House parties, keg parties, excessive speeding, excessive noise and/or disruptive behavior, discharging of Firearms, BB or Pellet Guns, or Fireworks, etc. will result in guest vacating the property immediately without refund. Absolutely no ATV’s are permitted on any property.

ALCOHOLIC BEVERAGES/ILLEGAL DRUGS. Consumption of alcoholic beverages in rental units is limited to persons of legal age. Illegal drug use is strictly prohibited and will result in termination of the contract, and dismissal of the guest without refund.

INSECTS. There is no refund for the presence of typical mountain creatures. Please be aware that you are coming to stay in the middle of the woods. While we have our cabins treated on a regular basis, it is likely that you will see bugs during your stay. We are not able to refund your reservation if you see bugs or spiders during your stay.

FIRE-PITS - Only the White Tail, Maple Tree and Black Bear cabins have fire-pits. No fire pits shall be constructed on properties that don’t have them, and no outdoor fires of any kind shall be permitted outside of existing fire pits or at properties that do not have fire pits. No chain saws are permitted on premises. If Guest(s) add a fire-pit to a property that does not currently have one they will be in violation of this Contract/Agreement, required to vacate the premises without refund and pay charges not to exceed \$50.00 to dismantle the fire pit.

ITEMS LEFT BEHIND – Mountain Creek Cabins is not responsible for personal items left behind in cabins. At your request, our staff will pick up and mail items to you. Your items will be returned COD plus a \$20 handling fee will be charged to your credit card.

VIOLATION OF AGREEMENT/CONTRACT. Agent(s) reserves the right to remove renter without refund if any of the above agreed upon items are not met.

NO REFUNDS WILL BE MADE IN THE EVENT A PERSON IS REQUIRED TO VACATE THE PREMISES BECAUSE OF DISRUPTIVE CONDUCT OR FAILURE TO FOLLOW OUR RENTAL GUIDELINES AND POLICIES.

SIGNATURE

PRINT NAME

DATE