

## Hickory Cabins Cabin Policy and Rental Agreement

**Please sign , date, and return this rental agreement in order to secure your reservation.** If using a credit card, email or US mail this signed agreement back. If using a check you can mail it back with your check. Your signature on this agreement, or taking possession of the cabin after receipt of this agreement, or payment of money is evidence of our acceptance of the agreement and your intent to use this for a cabin rental. You will be sent a confirmation letter or email as soon as this signed agreement and payment is processed. Before you proceed, you must read our legal statement. By making a reservation, you are agreeing and accepting all legal items listed below and hereby **certify that you are at least 21 years of age.**

**Reservation requirements/deposits:** Minimum stay is 2 nights on weekends, 3 nights on holidays. A deposit in the amount of 30% of the base rate is required to secure reservation. Reservations are not confirmed until guest receives confirmation notice. It is your responsibility to provide your credit card number and make sure your final balance is received at least 1 month prior to your arrival date. If a reservation is made within 30 days of arrival date rental fees must be paid in full at time of booking. We will regretfully have to cancel your reservation if the final balance is not received by the due date on this agreement and there will be no refund issued. Hickory Cabins accepts Visa, MasterCard, Discover, Money Orders, Cash, and Checks drawn on U.S. banks. Checks will not be accepted if reservation is made less than 30 days prior to arrival. Upon receipt of any payments, Hickory Cabins will issue a receipt of deposit/payment including a confirmation and directions to our facilities.

**Security Deposit:** \$100 required at check-in and must be via a credit card! No checks accepted! The security deposit due is an authorization only (hold) on a VISA, MasterCard or Discover credit card (one hundred U.S. Dollars). This authorization will be released within 7 to 10 days of the departure date, provided the keys are returned and there is no breakage or damage to the premises and/or contents, extra cleaning, replacement of missing contents or expenses resulting from agreement violations such as smoking in the cabin, trash left in cabin, furniture moved, etc.. Guest(s) acknowledges Hickory Cabin's authority to charge Guest(s) Credit Card for damages to the unit occupied by the Guest(s) and/or his/her Guest(s). Each Guest will be financially responsible for damage done to the property beyond normal wear and tear. If there is damage to a property or its property within, after the Guest(s) departure, the Guest will be notified of any excessive cleaning needed or damages made and the amount will be charged to their credit card. Agent will pursue collection to the fullest extent. Guest(s) will be responsible for any damage caused by Guest(s), guest(s) family, and guest(s) invitees.

**Additional Fees:** An additional \$50 non refundable cleaning fee will be charged for the Hickory Haven.

**Cancellation policy and refunds:** We rely primarily on advance reservations and cancellations cannot always be filled. So to be fair to all concerned, our policy is as follows: Any rental fees paid, less a \$50 processing fee plus any credit card fees, are refundable if the reservation is canceled at least 30 days prior to your arrival date. If you cancel during the 30 days prior to your arrival, you will forfeit all rental fees collected. If the canceled reservation is re- booked, we will refund your forfeited rental fee, less a \$50 processing fee plus any credit card fees, after the end of that rental. No shows will be charged in full. We recommend that you purchase trip insurance to cover the potential financial loss.

**The renter agrees** that he/she will not claim any charge backs or credits from his/her credit card company for any fees charged to his/her credit card, including but not limited to deposit, rental, or additional damage or security deposit fees.

**Returned checks:** \$50.00 service charge will be incurred for any returned checks.

**Check-in time is 3:00 PM:** Upon arrival you will come to the office and register. At this time you will verify the number in your party. For verification of your identity, we will ask you to provide us a copy of your drivers license and your credit card and CCV number with name and billing address. You will be required to have a

credit card number on file for your security deposit and your vehicles must be registered. The key will be made available at time of check-in. Hickory Cabins will use reasonable efforts to have the premises ready for guest occupancy at check-in time, but we cannot guarantee the exact time of occupancy. Early check in may be available and Guests may call ahead to see if cabin is available.

**Check-out time is 11:00 AM:** Check-out is strictly enforced so that Hickory Cabins employees have adequate time to prepare the property for the next guest. Please bring keys to the Office. Unless prior arrangements are made in writing with Hickory Cabins, Guests that do not vacate the rental property by 11:00 AM or in the event Guest return to the premises without the consent of Hickory Cabins after turning in the keys and checking out, will be charged a fee equal to the rental rate for one (1) day will be assessed to Guest(s).

**No show-delayed arrival-early departure-inclement weather:** Any monies paid toward reservation are forfeited. No refunds for unused nights in cabin i.e. delayed arrival or early departure. No rain checks for inclement weather.

**Alcoholic beverages:** No drinking of alcoholic beverages by persons under the legal age of twenty-one (21) is allowed. Should a Guest(s) or guest of Guest(s) be arrested for underage drinking at the rental unit property or should Hickory Cabins observe a Guest(s) or guest of Guest(s) under the age of 21 drinking alcoholic beverages, this rental agreement may be terminated and the Guests evicted at our option. Illegal drug use is strictly prohibited.

**Pets:** No Pets allowed with a cabin rental (except service animals).

**Cleaning requirements:** Guest(s) are required to leave the property in the same general condition it was when Guest(s) arrived. Hickory Cabins will dust, mop and sanitize cabins upon your departure. If additional cleaning is required, appropriate charges will be deducted from your security deposit. Guest(s) is responsible for any damage, abuse, excessive cleanup requirements, or loss caused by any member of Guest(s) party to the property or its contents during Guest(s) occupancy. Inspectors walk through each property after checkout to ensure the property is left in good order. Hickory Cabins Owners will make that final determination of the necessity of any charges to Guest(s).

**Each cabin comes furnished** with a refrigerator, stove, coffee maker, microwave, bed sheets, pillows, blankets, a limited supply of toilet paper and paper towels, dish soap, hand soap, and cleaning supplies. The managers are not responsible for any item left in a cabin by a renter. If the managers are requested by the renter to return any item left in a cabin, items will be returned by UPS or US Postal Service for a service charge of shipping costs plus \$15.00 handling fee.

**Maintenance:** Please report any problems or damages in your cabin the day of check-in to the managers. If not reported, we must assume the damage or loss occurred during your occupancy and we will have to charge you. When maintenance needs arise during your stay please contact the managers. It may be necessary for them to enter the cabin during reasonable hours to perform minor repairs. There will be no refunds for the malfunction of any equipment including but not limited to air conditioning, TV, appliances or power outages.

**Housekeeping:** Housekeeping is not provided during your stay.

**Acts of God:** Hickory Cabins shall not be liable for events beyond their control which may interfere with Guest(s) occupancy, including but not limited to Acts of God, acts of governmental agencies, fire, strikes, war, and inclement weather. NO REBATE OR REFUND will be offered in these circumstances.

**House parties ARE NOT ALLOWED!** Rental Guest understands that Hickory Cabins will accept families, married couples, and responsible adults over the age of 21 ONLY. Guests under the age of 18 must be accompanied by a parent or legal guardian. Occupancy in use of premises shall not be such as to disturb or offend neighbors. The use of firearms or fireworks is *strictly* prohibited. *Guest(s) certify that they have read carefully the limitations placed on the number of persons permitted to occupy the premises, and agree to abide by such limitations: if not, Guest(s) will be asked to vacate the property which will result in loss of total rental and*

*security deposits with no refund.*

**Smoking and smoke detectors:** There is no smoking allowed in our cabins. If we find evidence of smoking inside any of our properties, you will forfeit your entire security deposit. There are smoke detectors in all of our cabins, do not unplug or remove the batteries from them. There are also fire extinguishers under every kitchen sink in case of an emergency.

**Right of entry:** Guest(s) agree that Hickory Cabins reserves the right to enter the rental property anytime to investigate disturbances, check occupancy, check for damage, to make such repairs, alterations or improvements thereto as owners/employees may deem appropriate.

**Expedited eviction:** A material breach of this Agreement by Guest(s), which, in the sole determination of the Hickory Cabins, results in damage to the Premises, personal injury to Guest(s) or others, a breach of the peace, a nuisance to others, or a violation of criminal law or local code, shall be grounds for termination of Guest(s) tenancy. Violation of any of the rules contained here in will result in IMMEDIATE EVICTION and forfeiture of rent and possibly, security deposit. Any reservation made under false pretenses will result in forfeiture of advance payments and the party will not be permitted to check-in.

**Indemnification and hold harmless:** Guest(s) agree to indemnify and save harmless the Owner and Agent(s) for any liabilities, theft, damage, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with Guest(s) use and occupancy of the rental property including but not limited to any claim or liability for personal injury or damage or theft of property which is made, incurred or sustained by Guest(s). The terms "Agent(s)", "Hickory Cabins", and "Owner" as used in this Agreement shall include their heirs, successors in interest, assigns, employees, agents, and representatives where the context requires or permits. The terms "Guest(s)," "You," and "Your" as used in this Agreement shall include Guest(s) heirs, successors, assigns, guests, invitees, representatives and other persons on the rental property during Guest(s) occupancy (without regard to whether such persons have authority under this Agreement to be upon the rental property), where the context requires or permits.

**Violating agreement:** If Guest(s) violates any of the conditions of this Agreement, or general rules/policies, Hickory Cabins may terminate this Agreement and enter Premises. Upon notice of termination of this Agreement, Guest(s) shall vacate the Premises immediately and forfeit all rents and security deposits.

Guest name: \_\_\_\_\_

Guest address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Guest contact hone \_\_\_\_\_

Guest email address \_\_\_\_\_

Cabin: \_\_\_\_\_ Dates: \_\_\_\_\_ to \_\_\_\_\_ nights rented \_\_\_\_\_

I agree to accept all terms of this rental agreement listed above and accept all liability for any damage beyond normal wear and tear during the term of my rental.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_ / \_\_\_ / \_\_\_