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## Vacation Rental Lease Agreement

**This agreement constitutes a contract between the guest(s) Guest and Highlands Management, LLC (HM), acting as Agent. Please read this Vacation Rental Lease Agreement thoroughly, initial all pages, sign last page, and return to our office via fax, email, or mail.** Any monies received by HM for occupancy of vacation property indicate the acceptance of the terms and conditions of this Vacation Rental Lease Agreement. It is the responsibility of the guest(s) to be familiar with all policies within this agreement. This rental agreement is entered into by and between the renters, hereinafter referred to as “Guest”, and Highlands Management, LLC (HM) hereinafter referred to as “Agent”.

- 1. Reservation Requirements-** Reservations are not considered guaranteed until this signed rental lease agreement and payment of at least 50% of the total rental amount, including cleaning fee and taxes, are received by Agent. Reservations booked less than 14 days prior to arrival date will require payment in full. The balance of the rental amount is due no less than 14 days prior to arrival date to secure the rental property. If you would like the payment to be charged to any other credit card other than the one on file, or if there are no valid credit cards on file, then it is the responsibility of Guest to call or send in the payment prior to the 14 days. Agent will automatically charge the credit card on file if no other arrangements are made by Guest prior to the 14 days. If payment in full is not received by Agent 14 days or more prior to Guest arrival, reservation may be subject to cancellation.
- 2. Accepted Forms of Payment-** We accept MasterCard, Visa, Discover, Traveler’s Checks, Money Orders, Cashier’s Checks, or Cash. Personal Checks may be accepted 30 days or more prior to arrival.
- 3. Cancellations –** Cancellations that are 60 days or greater from the arrival date will result in a 90% refund of the guest’s deposit provided that notice of cancellation is received in writing by Agent at least 60 days prior to arrival date. Cancellations less than 60 days prior to the arrival date or not received in writing will result in a forfeiture of all monies collected for the reservation. If Rental can be re-rented for the same nights or greater we will allow you to reschedule within 180 days of initial arrival and apply monies to that stay.
- 4. Security Deposit –** *Guests that have no valid major credit card on file will be required to pay cash deposit of \$500.00. The security/damage deposit at check-in may be credit card or cash - no personal checks will be accepted for security deposits at check-in!* The deposit may be paid in the form of a personal check drawn on a U.S. bank if it is received 30 days prior to arrival. This security deposit will be returned within 30 days of the departure date, provided proper check-out procedures are followed and there is no breakage or damage to the premises.
- 5. Repairs/Service Calls –** Agent cannot guarantee against mechanical failure of heating, air conditioning, hot tubs, TVs, satellite receivers, DVD players, or other appliances. Agent cannot guarantee against interruption of utility services, including the internet, beyond their scope of control. Please report any inoperative equipment or services to our office immediately. Agent will make every reasonable effort to have repairs done quickly and efficiently. Should a repair person make a call to a property and find the equipment in working order and the problem was due to Guest’s oversight or neglect, the charge for the service will be the responsibility of Guest. Guest understands and agrees that Agent or its repair technicians might need access to the unit for the purpose of making the repair.
- 6. Refund Policy –** No refunds or rent reductions will be made due to failure of appliances, equipment, or services. No refunds or rate adjustments will be given for any inconvenience due to construction noise, road repairs, early departures, delayed arrival, or reducing the number of nights originally reserved with less than 30 days written notice.

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7. **Acts of God** – Neither Owner nor Agent shall 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, or inclement weather. No refunds will be given for storms. Mountain roads can be curvy and steep. Gravel drives are well maintained; however, we highly recommend four wheel drive and/or chains during the snow months. We do not refund due to road conditions. No rebate or refund will be offered in these circumstances. Management will make all efforts to reschedule your reservations within one year of original arrival date.
8. **Age Requirements** – Any guest less than 21 years of age must be accompanied by a parent, guardian, or adult older than them. Guests under the age of 21 unaccompanied by a parent or legal guardian will not be permitted to register and will lose all funds paid to Agent. Any reservations made under false pretenses will result in loss of advance payments and possible removal of guest from rental unit.
9. **House parties are not allowed** – Guest understands that Agent will accept responsible adults over the age of 21 only. Guest agrees that no more than the number of persons listed on the reservation agreement shall occupy the premise overnight. If more than the number of persons occupies the unit stated, the result will be a loss of total rent and/or additional charge to the credit card on file. Guest shall not disturb or offend any neighbors, discharge firearms or use fireworks of any kind in accordance with local, state, and Federal laws.
10. **Smoking** – Smoking is not permitted inside any unit. Outside smoking is permitted; please do not litter. If Guest smokes inside the unit or permits it from others, Guest will be assessed \$500.00 for deep cleaning to remove the odor.
11. **Check-In Time – after 4:00 PM** – Check-in takes place at the unit; please call for door code and alarm code on the business day prior to arrival. Agent will use reasonable efforts to have the rental property ready for Guest occupancy at check-in time, but Agent cannot guarantee the exact time of occupancy.
12. **Check-Out Time – before 11:00 AM – NO EXCEPTIONS!** Please be prompt as to allow us to have adequate time to prepare the unit for the next tenants. A delay in departure will result in an additional night being charged to the credit card on file. Should the delayed departure cause the Agent to move the next reservation, Guest will also be responsible for the additional cleaning charge.
13. **Maximum Occupancy** – At all times, the maximum occupancy is the number the home sleeps, including children, and is noted on the final page of this contract. For approved additional guests, you will be charged \$25.00 per night per guest. If additional guests do not show or cannot make it, no refunds will be given. If you bring extra guests or visitors without prior approval and payment, Guest will be asked to vacate the property. Any security payments and all rent will be subject to forfeiture.
14. **Furnishings** –Furnishings are subject to change without notice. Furniture, bedding, mattress pads, utensils or any other property supplied with the rental property must not be taken out or transferred from one property to another. Loss of these items, as well as damage to the property or furnishings in excess of normal wear will be charged to the Guest. If you require special appliances or equipment, please bring them with you.
15. **Items Guest Must Provide** –Extra towels for pool and spa usage are suggested, as well as any personal articles. We are not a resort or hotel; we do not provide shampoo, conditioner, shaving cream, razors, toothpaste, mouthwash, or hair appliances.
16. **Linens** – All units are supplied with bed linens, towels, blankets, and pillows. These items are not changed during your stay. You can exchange dirty linen for a \$75.00 charge. The initial supply of bath soap, toilet tissue, paper towels and trash bags are not replenished.
17. **Rental Assignment Change** – Agent reserves the right to change rental assignments without prior notice or liability in the event of a sale of the rental property, or if the unit becomes unavailable. When comparable accommodations are not available, Guest will have the option of selecting from available properties or receiving a complete refund. Agent will try to give Guest as much notice as possible so other arrangements can be made.
18. **Pets** – You acknowledge that NO PETS are allowed in or on the premises. ***Unauthorized occupancy of pets will result in a \$500.00 fine, immediate eviction and loss of all rents and security payments.***
19. **Hot Tubs** – No children under the age of 16 are permitted in hot tubs at any time without adult supervision. When using the hot tub, remember there is a certain health risk associated with this facility. Use at your own risk; Agent or Owner is not responsible for any injury. Our housekeepers drain, sanitize, refill and replenish chemicals in all tubs prior to your arrival; therefore, it may not be warm until later that evening. **DO NOT STAND ON THE HOT TUB COVERS.** Hot tub covers are for insulation purposes and are not designed to support a person or persons. Should they break, you will be charged for the replacement. Remember when not using the hot tub, leave cover on so hot tub will stay warm. There will be a \$35.00 charge if Guest requires an additional cleaning of the hot tub during their stay. The addition of chemicals, including bath soap or body lotion, will require repair of the hot tub; Guest will be responsible for any service work caused by their misuse of hot tub.

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20. **Whirlpools** – Please do not add any objects or chemicals, including dishwashing detergent, in our whirlpools. Using these products will require us to have the motor cleaned at a cost to you of \$150.00.
21. **Fire pit & Fireplace** – Please do not throw any paper or other combustible materials in the electric fireplace. We do provide firewood for fire pit. **Please do not burn plastic, glass, paper or metal in the fire pit. Please do not throw cigarette butts in or around fire pit. There will be a charge of \$25.00 accessed to Credit Card on file if area has to be cleaned up after excessive garbage. Please do not throw burned logs into the woods behind cabin this is a serious fire hazard. Doing this could result in damage to area and result in Arson charges. Please be considerate of everyone.**
22. **Items left behind** – Agent is not responsible for any items Guest leaves behind in the unit. Agent is authorized to charge the credit card on file to return any items through UPS.
23. **Pest Control** – Many different pests live and thrive in this region. Your unit has been professionally treated by a commercial pest control company with precise and complete preventative treatments in an effort to keep all the pests and bugs outside. Should you experience a pest control issue, please contact guest services so Agent may attempt to eradicate the problem. Guest is in the mountains and woods; depending on the time of the year, you may encounter bear, deer, turkey, raccoons, lizards, ladybugs, carpenter bees, wasps, scorpions, ticks, ants, chiggers, etc. You are encouraged to dress accordingly and to bring insect repellent for outdoor activities.
24. **Listings and Pricing** – Information regarding individual listings is believed accurate but cannot be guaranteed. We have made every effort to ensure that all the information on Agent's website(s) is current and accurate. The possibility of errors and omissions still exists. Rates, furnishings, fees, and taxes are subject to change without notice.
25. **Indemnification and Hold Harmless** – Guest agrees to indemnify and hold harmless the Owner and Agent 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 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.
26. **Violation of Agreement** – If Guest violates any of the conditions of this agreement, Agent may terminate this agreement and enter premises. Upon notice of termination of this agreement, Guest shall vacate the premises immediately and forfeit all rents and security deposits.
27. **Confirmation** – Rental agreement for the reservation will be mailed or emailed to Guest upon receipt of the reservation payment. Please read over this agreement for accuracy of dates, property name, number of guests, and charges. Report any errors to Agent immediately upon receipt of agreement. Pay close attention to the number of persons on the agreement as occupancy is limited to REGISTERED GUESTS ONLY. Absolutely no overnight visitors are allowed without prior arrangements made in advance in writing to Agent.
28. **Check-out procedures** – At departure, the following is the responsibility of Guest:
  - a. All doors and windows are to be locked and the alarm is to be set
  - b. All litter and cigarette butts are to be picked up from the yard and placed into trash bags
  - c. All trash is to be placed in secured containers provided on decks or porches
  - d. Set A/C to 78 or heat on 55, depending on season
  - e. Put all soiled or wet towels in bathtubs; please do not make any beds prior to departure

If any damage or theft occurs after Guest leaves due to failure by Guest to properly secure the unit and trash, Guest understands that they are responsible for all costs.

Agent reserves the right to refuse service to anyone. All rental properties are leased without regard to race, color, religion, sex, national origin, or handicap.

Please read and initial each page, sign last page, and return entire contract within 3 days to our office via fax, email, or mail!

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