

Mountain Springs Cabins Nightly Rental Agreement

This Nightly Rental Agreement and Contract (the "Agreement") is a legally binding agreement made and entered into as of the Reservation Date by and between the undersigned person(s) or company (the "Guest") and the undersigned owner, manager or agent ("Rental Agent"), pursuant to which the Guest has agreed to rent the residence described below (the "Property"), for the duration of the Rental Term for the Total Rental Fee and other good and valuable consideration as described herein.

OCCUPANCY

You, the Guest, hereby agrees that no more than the stated number of persons (up to 6 maximum) claimed during the reservation process shall be permitted on the Property at any time during the Rental Term, unless prior authorization is obtained; all of whom shall comply with the conditions and restrictions imposed upon Guest under this Agreement. During your stay, **you are welcome to bring in additional guests, up to the maximum of 6, for which the \$20/person/night fee needs to be paid, Guest agrees to notify the Rental Agent immediately** by text to 870-365-9785. Payment can be arranged at that time.

CONDITION AND USE OF PROPERTY

The Property is provided in "as is" condition. Rental Agent shall use its best efforts to ensure the operation of all amenities in the Property, such as internet access, satellite TV access, jacuzzi tub, fireplace etc. as applicable. Rental Agent shall not be held responsible for such items failure to work, but will make every effort to correct any issues as reported as quickly as possible.

Guest acknowledges that use of amenities such as campfire, fireplaces, decks, hiking trail and bluff line and the like may be potentially dangerous and involve potential risks, particularly with regard to children and such use is at the Guest's own risk.

Guest shall use the Property for residential purposes only and in a careful manner to prevent any damage or loss to the Property and keep the Property in clean and sanitary condition at all times. Guest and any additional permitted guests shall refrain from loud noise and shall not disturb, annoy, endanger, or inconvenience neighbors, nor shall Guest use the Property for any immoral, offensive or unlawful purposes, nor violate any law, association rules or ordinance, nor commit waste or nuisance on or about the Property.

Guest is not permitted to bring pets. Service animals permitted only with prior approval, you must fax or email a copy of the permit prior to your arrival. **If a pet is discovered, a \$250 fee will automatically be charged to your account and/or you might be asked to leave without a refund.** Effort has been made to create an environment friendly to guests with allergies and also a haven for all creatures that are enjoyed by our guests such as rabbits, squirrels, deer, birds, etc., pets tend to chase them off, please respect the wishes of the Owners by not bringing pets.

DEFAULT

If Guest should fail to comply with the conditions and obligations of this Agreement, Guest shall surrender the Property, remove all Guest's property and belongings and leave the Property in good order and free of damage. No refund of any portion of the Total Rental Fee shall be made and if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs incurred. Additionally, if any damages occur during the Guests' stay, it is agreed that a financial remedy will be given to put the property back in it's original state.

ASSIGNMENT OR SUBLEASE

Guest is allowed to give their reservation to another party, with permission from the Agent.

The new party must first give all pertinent information to the Agent and must agree to this same Rental Agreement and become the responsible party.

RISK OF LOSS AND INDEMNIFICATION

Guest agrees that all personal property, furnishings, personal affects and other items brought into the Property by Guest or their permitted guests and visitors shall be at the sole risk of Guest with regard to any theft, damage, destruction or other loss and Rental Agent shall not be responsible or liable for any reason whatsoever.

Guest hereby covenants and agrees to indemnify and hold harmless Rental Agent and their agents, owners, successors, employees and contractors from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, attorneys fees incurred by Guest, permitted guests, visitors or agents, representatives or successors of Guest due to any claims relating to destruction of property or injury to persons or loss of life sustained by Guest or family and visitors of Guest in or about the Property and Guest expressly agrees to save and hold Rental Agent harmless in all such cases.

RELEASE

Guest hereby waives and releases any claims against Rental Agent, the Property owner and their successors, assigns, employees or representatives, officially or otherwise, for any injuries or death that may be sustained by Guest whether in the cabin, on the hiking trail, at the waterfall and bluff area or anywhere on or near or adjacent to the Property, including any common facilities, activities or amenities. **Guest agrees to use any such facilities or amenities entirely at the Guest's own initiative, risk and responsibility.**

ENTRY AND INSPECTION

Rental Agent reserves the right to enter the Property at reasonable times and with reasonable advance notice for the purposes of inspecting the Property or ascertaining the number of guests, presence of pets which are strictly prohibited or such like. If Rental Agent has a reasonable belief that there is imminent danger or potential damage to any person or the property, Rental Agent may enter the Property without advance notice.

UNAVAILABILITY OF PROPERTY

In the event the Property is not available for use during the Rental Term due to reasons, events or circumstances beyond the control of Rental Agent, Rental Agent shall immediately return all payments made by the Guest, whereupon this Agreement shall be terminated and Guest and Rental Agent shall have no further obligations or liabilities in any manner pertaining to this Agreement.

REFUND POLICY

Refund shall be given in full prior to 30 days from the reservation but no refunds shall be given within 30 days of the reservation. However, the Guest can choose another party to come in their stead, or reschedule the reservation for another date, for up to one year.