

# RENTER AGREEMENT

This Renter Agreement ("Agreement") is made and effective \_\_\_\_\_ ("Agreement Date") between Big Bear Cabin Rentals ("Owner") and \_\_\_\_\_ ("Guest") regarding the property known as \_\_\_\_\_ ("Rental Property") which is located at: \_\_\_\_\_

In consideration of the rent received and the mutual promises contained herein, Owner of the Rental Property does hereby lease and rent to Guest(s) such Rental Property under the following terms and conditions:

1. Guest agrees to abide by all rules and regulations contained herein or posted on the premises related to the Rental Property. Guests obligations include but are not limited to keeping the premises as clean and safe as the conditions of the premises permit and causing no unsafe or unsanitary conditions in the common area and remainder of the premises that Guest uses. Guests agree not to use the premises for any commercial activities or purpose that violates any criminal law or governmental regulation. Guest's breach of any duty contained in this paragraph shall be considered material and shall result in the termination of guest occupancy with no refund of any kind.
2. In no event shall the Rental Property be occupied by more persons than the capacity of the property as stated on the website or the confirmation letter, without prior approval by Owner. No fraternities, school, civic, or other non-family groups are allowed unless Owner grants prior approval. In no event shall Guests assign or sublet the Rental Property in whole or in part. **Violations of these rules are grounds for expedited eviction with no refund of any kind.** Guests hereby acknowledge and grant specific permission to Owner to enter premises at any time for inspection purposes should Owner reasonably believe that Guests are causing or have caused any damage to Rental Property. Guest further agrees to grant Owner access to Rental Property for purposes of maintenance and repair.
3. In the event Guests wishes to terminate this agreement, any processing or administrative fees are non-refundable. The deposit amount, less a \$50.00 cancellation fee, will be refunded if the cancellation is made more than 30 days prior to the arrival date of the reservation. If the cancellation is made within 30 days of the arrival date, the deposit will not be refunded, but the reservation dates may be traded for an equal period of time within 6 months of the original reservation. If Guest is able to find and substitute new guests for the same time period, the rental amount, less a \$50.00 cancellation fee, will be refunded. Owner may help Guest look for new guests but it is not the obligation of the Owner to find them. If Guest is concerned about the possibility of canceling your reservation within our 30-day/no-refund period, Big Bear Cabin Rentals recommends that the Guest purchases travel insurance.
4. In the event Guests wish to change the dates of their stay, a \$50.00 administrative fee will be required. Dates are subject to availability.
5. All policies contained in this Agreement shall apply equally to payments made by credit card, check or cash and whether made via the website, by phone or in person. Any refunds due to Guests from a credit card payment will be refunded by credit card transaction; all other refunds will be made within 30 days by check.
6. In the event of any damages, Owner will provide Guest with a full accounting of expenses incurred and additional charges will be applied to the credit card on file. Additional charges may include but are not limited to: excess cleaning fee, trash removal fee, missing item replacement costs, damaged item replacement or repair costs, repair costs of buildings or grounds, or other service call fees. Owner is under no obligation to use the least expensive means of restoration.
7. Guests must obtain permission from the Owner and pay the additional pet fee to have pets on the Rental Property. If permission is not given by the Owner, any pet(s) found in or about the Rental Property will be grounds for expedited eviction and forfeiture of all monies paid. This fee is ONLY for permission to bring a pet; if extra cleaning and/or the repair of damage caused by the pet is required, additional fees will apply. All pets must be leashed at all times. Guests are responsible for cleaning up any/all pet refuse; failure of the Guest to clean up any/all pet refuse will result in additional fees. Pets are not allowed on furniture at any time. Any evidence of pets on furniture may incur extra cleaning fees. Pets

must not cause damage to premises or furnishings. If damages are caused, charges will apply. Guests should prevent pets from producing excessive noise at a level that disturbs neighbors. Pets will not be left unattended for an undue length of time, either indoors or out. Pet will not be left unattended on the porch. Big Bear Cabin Rentals assume no responsibility for illness or injury that may occur to pets or humans while on premises. The guest shall be solely responsible for the pet while on the property.

8. Guests must inform the Owner of their intention to bring children and the specific number. A child is defined as any person under the age of 18.
9. No refunds will be provided due to inoperable appliances. The Owner will make every reasonable effort to assure that such appliances will be and remain in good working order. No refunds will be given due to power blackouts, water shortage, flooding, snow, construction at adjacent properties, or mandatory evacuations of the area by county officials due to hurricanes or other potentially dangerous situations arising from acts of god or nature.
10. Guest is responsible for all shipping costs for any Lost and Found items that Owner is requested to return to Guest. Items found and not claimed within 30 days will be disposed of at the discretion of Owner.
11. In the event Owner is unable to make Rental Property available for any reason other than described above or a reasonable substitute as determined by Owner, Guest agrees that Owner's sole liability as a result of this unavailability is to provide a full refund of all monies paid under this Agreement and Guest expressly acknowledges that in no event shall Owner be held liable for any special or consequential damages which result from this unavailability. Guest also agrees to indemnify Owner from and against liability for injury to Guest or any other person occupying Rental Property resulting from any cause whatsoever except only such a personal injury caused by the gross negligence or intentional acts of the Owner.
12. Owner may terminate this Agreement upon the **breach** of any of the terms hereof by Guest. Guest shall not be entitled to the return of any rental monies paid under the terms of this Agreement and shall vacate the Property immediately.
13. Agreement shall be enforced under the laws of the state within which the Rental Property is located, including any applicable rental acts of that state, and represents the entire Agreement. Any amendments must be in writing and signed by both parties. In the event of a dispute, legal action may only be instituted in the county within which the Rental Property is located. If any part of this Agreement shall be deemed unenforceable by law, that part shall be omitted from this Agreement without affecting the remaining Agreement. Owner shall conduct all brokerage activities in regard to this Agreement without respect to the race, color, religion, sex, national origin, handicap, or familial status of any Guest.
14. A security deposit is required ("Security Deposit") and will be automatically reserved for the booking. The automatic reserve is conducted by putting a hold on the Guest's credit card for the amount of \_\_\_\_\_ exactly \_\_\_\_\_ day(s) prior to the arrival date. The credit card of the last successful payment will be used. If there are no successful credit card payments, it is the responsibility of the Guest to send \_\_\_\_\_ by check to the Owner to satisfy the Security Deposit requirement. If at the end of the rental period, the rental property is returned undamaged beyond normal wear and tear, the Security Deposit will be released in full within five (5) business days. In the event of any damages, Owner will provide Guest with a full accounting of expenses incurred and deductions made from the Security Deposit. Should the damages exceed the amount of the Security Deposit, Guest agrees to pay the balance within five (5) business days after receiving notification. Deductions from Security Deposit may include but are not limited to: excess cleaning fee, trash removal fee, missing item replacement costs, damaged item replacement or repair costs, repair costs of buildings or grounds, or other service call fees. Owner is under no obligation to use the least expensive means of restoration.

**NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, Guest has read and agreed to the following:**

I understand the rules and rental conditions upon which I am agreeing to rent accommodations. I acknowledge and accept that the sole responsibility for safety lies with the participant.

I am over the age of 18 and assume responsibility for those in my charge under the age of 18. I hereby assume all legal responsibility for bodily injury to me or to any person on the property as a result of my visit and use, operation or possession of equipment hired or loaned to me. Acknowledging this, I accept complete responsibility for the minor children and myself in my charge and visit the property and equipment and engage in activities or events at my own risk.

I will abide by the rules and accept these rental conditions:

- The property I rent will be returned in the same condition in which it was rented and I will be responsible for all damage and/or loss that occurs during my rental period.
- I agree to hold harmless and to indemnify the Owner of the Rental Property against all loss, damage, expense and penalty on account of personal injury or property damage to the rental dwellers, the undersigned or to any minor child or children in the charge of the undersigned, howsoever rising, whether by act or acts or failure to act of the employees, owners or animals of the said company or property owners or not.
- I acknowledge receipt of the property in good order and condition (if found otherwise per my arrival I will contact Owner immediately) and further agree that the Owner of the Rental Property shall not be liable for consequential damages of any kind or nature from whatever cause arising, whether property or equipment is loaned or rented.
- I enter into agreement freely with the Owner of the Rental Property at my own risk, acknowledging the risks inherent in outdoor and river activities and assume any and all responsibility for the minor children and myself in my charge.
- All parties agree to and will comply with Federal, State, and County pollution laws and any other applicable laws and regulations.
- Smoking is allowed outside only. Please put discarded and extinguished cigarette butts in the available trash receptacles.
- People other than those in the Guest party confirmed in the reservation may not stay overnight in the property. Any other person in the property is the sole responsibility of Guest. Guests are not allowed to exceed a maximum of 6 adults per cabin.
- Guests should not create excessive noise at a level that disturbs neighbors; quiet hours are from 10:00 p.m. – 8:00 a.m.
- Parking is limited to 2 vehicles. Vehicles are to be parked in designated parking areas only. Parking on the road is not permitted. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.
- There is no daily housekeeping service. While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. We suggest you bring beach towels if you plan outside activities. We do not permit towels or linens to be taken from the units.
- Any garbage must be stowed in the proper garbage receptacle.
- The cabins are on well and septic systems. The septic system is very effective; however, it will clog up if improper material is flushed.
- Check-in time is 4 PM and check-out time is 10 AM unless other arrangements have been made in advance with Owner. There will be a \$50 charge for Guests who do not check-out by 10 AM, and a \$25/hour charge for every hour after the first.
- On the day of check-out, Guest agrees to do the following:
  - Wash, dry, and put away all cookware, glassware, and dinnerware.
  - Dispose of all food and drink in the refrigerator, freezer, or any cabinets.
  - Leave linens on the beds and used towels in the bath tub.

- Collect all garbage and place it in the large garbage can on the porch; replace liners in all emptied trash cans. For longer stays, if the large trash can on the porch is full you may take your trash to the local recycle and garbage centers for disposal.
- Return all keys to the lock box next to the front door.