

Moose Lodge Cabin Rentals

Property

Name: _____

Rental Period: _____ **Arrival on:** _____ **Departure on:** _____

INITIAL HERE: _____ **This agreement constitutes a contract between the guest (s) and Moose Lodge Cabin Rentals as Agent. Guest acknowledges and understands that by signing this agreement, he/she states that he/she has read and understands the written policies and agrees with all statements included herein.**

- 1.) Guest confirms that he/she is 25 years of age, or older. (Proof of age will be required at check-in)
- 2.) **Property Damage:** Guest acknowledges that he/she is financially responsible for any and all property damage that may occur during the stated rental period which can reasonable be attributed to the rental party's negligence or abuse.
- 3.) **Guest Count:** Guest agrees that the premises shall be occupied by no more than the number of people paid for and stated herein. **Maximum number of guests:** _____. Occupancy is limited to registered guests only. Absolutely no overnight guests are allowed. Occupancy by more than the stated number of guests will result in the termination of the rental and the forfeiture of all rental fees, and deposits. **Please notify the rental office at least 24 hours prior to arrival if your guests count changes.**
- 4.) **Security Deposit:** A \$250.00 security deposit will be authorized on a credit card at the time of check-in. Guest grants Agent express permission to charge the credit card provided for all charges due including additional rental fees, ancillary charges, or to cover any damage and/or additional cleaning charges generated during the rental period, as set out above in this agreement.
- 5.) **Loss of Security Deposit:** Guest agrees to follow all check-in and check-out procedures, and understands that the property must be left clean and undamaged. Guest understands that failure to follow the posted check-in and checkout procedures may result in the loss of all, or part , of the \$250.00 security deposit and that Agent reserves the right to further bill him/her for additional cleaning or repairs. (Guest agrees to read all of the

documents provided at check-in, as well as those printed in the information book and/ or posted policies provided in the cabin.)

- 6.) **Disputes:** This Agreement shall be governed and interpreted in accordance with the laws of the State of Georgia, and shall be treated as though it were executed in the County of Fannin, State of Georgia. Any action relating to this Agreement shall be instituted and prosecuted only in the Fannin Superior Court, Georgia. Guest (s) specifically consents to such jurisdiction and to extraterritorial service of process.
- 7.) **Checks:** All checks for payment must be received no later than 14 days prior to the stated arrival date. **A \$35.00 service charge will be incurred for all returned checks.**
- 8.) **Check -In/ Check-Out Time:** Guest acknowledges and understand that check-in time is no earlier than 3:00 PM and check-out time is no later than 10:30 AM on the dates stated in the rental period above. **Guest agrees that an unapproved late checkout will be assessed an amount equal to one-half the nightly rental fee for each 30 minute period past 10:00 AM.**
- 9.) **No Firearms-NO Fireworks- No ATV's:** The occupancy and use of the premises shall not be such as to place the property in danger of damage or to disturb and/ or offend area neighbors or residents. The Agent reserves the right to terminate this agreement and request loud or unruly guests to vacate the premises immediately. Said discharge shall not result the refund of any rental fees.....
- 10.) **Early Departure/Late Arrival Policy:** No refunds will be made for early Departures or delayed arrivals. No refunds or schedule changes will be made due to inclement weather.
- 11.) **No Pets:** If a pet belonging to any member of the rental party, or guest Of the rental party, is found to be in or on the premises, Guest will be removed from the property and agrees that the full rental fee and \$250.00. Security deposit will be forfeited. The Pet policy will adhere to those cabins that are designated as "Pet Friendly." And \$25. pet fee.
- 12.) **No Smoking: This is a non-smoking cabin.** If it is found that any member of the rental party or guest of the rental party, has smoked inside the cabin, your \$250,00. Security deposit will be forfeited. The entire cabin is designated as a No Smoking Area. Guests, may, however, smoke in the outside deck/patio areas. Cigarette butts must not be disposed of in the yard or anywhere on the property.

13.) No Long Distance: Guest acknowledges and agrees that long distance, or billable calls of any kind, shall be made by credit card, calling card or charged to a third party number. Any billable calls made during the stated rental period and charged to the owner will be billed back to the Guest upon receipt of the charges.

14.) No PAY-PER-View: Guest acknowledges and understands that there is a pay-per-view block on the satellite dish/cable box and that any pay-per-view, or billable programs of any kind, charged during the stated rental period will be billed back to the Guest upon receipt of the charges.

15.) Wildlife: All of the cabins are located in the mountains of North Georgia. As such, you are likely to encounter wildlife (deer, bears, raccoons, snakes and bugs of various types, including wasps and /or hornets, etc...) Neither Moose Lodge Cabin Rentals. Nor the property owner will accept responsibility for any injury caused by said wildlife.

16.) Hold Harmless: Guest acknowledges and understands that each and every guest, or guardian, is solely responsible for any accident or injury to any person while in-residence, and neither the Owner nor the Agent accepts any legal or financial responsibility. Guest, and guardians, assume all risk of injury or other loss resulting from any recreational activity and will hold the Agent and Owner harmless with respect thereto. **Guest(s) hereby agrees to indemnify and hold Moose Lodge Cabin Rentals and /or the property owner harmless from any and all claims, including those of third parties, arising out of or in any way a result of the Guests use of the premises or item therein.**

17.) Loss of Personal Items: Guests acknowledges and understands that each guest or guardian is solely responsible for any loss by any person while in residence including the loss of money, jewelry or any other personal item.

18.) There is a locked cabinet in this cabin. This is a storage area for cleaning supplies and nothing of value is kept here. **Please Note: Your deposit will be forfeited if either the lock or the door is broken or tampered with.**

19.) Fireplace(s): Fireplace(s) inside this property may be equipped with propane gas logs which must not be disturbed. **Guest agrees that under no circumstances will any member of the party de-install the logs, rearrange the logs or burn anything other than the propane provided in the interior fireplace (s).** To do so may cause damage to the logs and may also allow poisonous carbon monoxide to leak into the cabin which could prove harmful to your party or future guests. **This is a safety issue- any evidence of tampering will result in the loss of your deposit!** If the cabin is equipped with a wood burning fireplace, starter firewood is provided Oct 1- March 31st. Gas fireplaces do not have gas starter. If you are not proficient at starting a fire without one, you might want to bring small "Duraflame" type logs or "fire starters." **Absolutely NO**

LIQUID ACCELERANT IS ALLOWED! THIS IS A SAFETY ISSUE-Any evidence of accelerant use will result in the loss of your deposit. If you have any questions about the use of the fireplaces, please call our office at 706-632-3442.

20.) **Moose Lodge Cabin Rentals** cannot be held responsible for the failing of any other company due to said company's error or service interruption. (I.e. electricity, water, gas, etc.) However, we guarantee that we will do all that is humanly possible to remedy any issue in the shortest time possible.

21.) **Moose Lodge Cabin Rentals** reserves the right to substitute a comparable cabin in the unlikely event that the reserved cabin is unavailable for any reason. This will be done only as a last resort when a maintenance issue or service interruption. (i.e. electricity, water, gas, etc.) Renders the cabin uninhabitable, the property is sold or the property management agreement is terminated.

22.) All grills use propane gas for cooking. **DO NOT PUT CHARCOAL IN A GAS GRILL!**

23.) **Cancellation Policy:** All cancellations must be made to Moose Lodge Cabin Rentals, LLC by fax, e-mail, or certified mail.

Refunds based upon cancellation notice will be as follows:

If received 30 or more days prior to the scheduled date of arrival, the rental amount less \$35.00 Cancellation Fee;

If received 15 to 29 days prior to scheduled date of arrival; the rental amount less \$125.00. Cancellation Fee.

If received 7 to 14 days prior to scheduled date of arrival; the rental amount less \$250.00 Cancellation Fee.

If received less than 7 days prior and the scheduled date of arrival or the guest does not show up at that time, the Guest will be responsible for the entire rental amount.

This policy is constructed around the fact that each cabin listed on our site is privately owned and the hardships that could occur on the owners.

PLEASE PRINT, SIGN AND RETURN ENTIRE AGREEMENT WITHIN 7 DAYS

Print Name

Signature

Print Name

Signature

Date

Moose Lodge Cabin Rentals, LLC
P.O. 964, Blue Ridge, Georgia 30513
1-888-633-2934 706-632-7161 (fax)