

## Rental Terms & Conditions

### Great Outdoors Cabin

#### Notch Estates

53 Chandler Lane; Branson West, Mo 65737 (not a mailing address)

Dear Guest(s),

Thank you for choosing our Home Away From Home for your Branson getaway Retreat. We have worked hard to create a wonderful vacation home for you and your family. We truly hope you stay with us again and again. We have drafted the following rules, keeping in mind your safety and enjoyment, as well as the legitimate function of the log home and enjoyment for future guests.

This rental agreement is made between you & your party, as Renter(s) and Charles & Brenda Chodrick as owners, agents. Owner/Agent agrees to rent to the Renter(s) the premises located at 53 Chandler Lane; Branson West, Mo. 65737 (Notch Estates), for an agreed number of nights. Check-in is at 4:00p.m. & check-out is 11:00a.m. Renter agrees to pay agent the agreed amount, which includes all taxes and fees.

**RENTAL PAYMENT:** A \$125.00 deposit for rent due is required within 10 days of the verbal agreement, and confirms the reservation. Final balance is due no less than 10 days prior to arrival. If booking within 30 days of arrival, the total amount will be required. Checks or Money Orders can be made to Cody's Cabins, LLC; 4514 N. Oakwood Rd., Enid, Ok. 73703. If paying by credit card, it has to be done by phone (580-237-8020). In addition to the contract, a letter of confirmation will be emailed to you with additional information, upon completion of the contract and deposit received.

**SECURITY DEPOSIT:** In the interest of making your vacation affordable, owner/agent has elected not to collect a cash security deposit in advance. However, valid credit card information is required and will be kept on file. The cabin is inventoried before, & after every occupancy. By agreeing to this contract, the renter(s) assume full responsibility for any items damaged or missing, except in the normal wear and tear reported to us within 24 hours of departure. In the event damaged or missing items are discovered, owner/agent will notify renter(s) as soon as possible. Renter(s) agree to pay such damage upon receipt of notification.

**CHECK-IN PROCEDURE:** Check-in is 4:00pm or later. No check-in will be permitted until your rental account has been paid in full. The cabin door is equipped with a keyless entry system. In the event of a system failure, a combination lockbox is located on the front porch with a key in it. The combination is the same for both and will be given to you in the confirmation letter.

**RESCHEDULING/CANCELLATIONS:** In the case you should need to cancel or reschedule your reservation, please notify us immediately at 580-237-8020 or email us at [cmc173@suddenlink.net](mailto:cmc173@suddenlink.net).

Cancellation charges & fees:

1. Cancellations made 11-30 days before the scheduled arrival date may lose the full deposit of \$125.00. Every effort will be made to re-rent the property. If the property is re-rented for the same time period as your original reservation, your deposit will be refunded.
2. Cancellations made within 10 days of the scheduled arrival may result in a loss of the full payment. Every effort will be made to reschedule your visit, or a discounted future stay will be considered. Rescheduling may be subject to a \$100.00 administrative fee.

**Please Note the following VERY IMPORTANT RESTRICTIONS for our Home Away From Home: You will be asked to vacate immediately, with no refund if any of the following rules are violated during your stay.**

- **NO PETS**
- **NO SMOKING INSIDE RESIDENCE**
- **NO MORE THAN 6 OCCUPANTS (unless agreed upon first)**
- **MUST BE 25 YEARS OF AGE OR OLDER TO RESERVE THE UNIT AND BE PRESENT THE ENTIRE STAY (UNLESS AGREED UPON PRIOR TO STAY)**
- **RENTAL OBTAINED UNDER FALSE PRETENSE (NO FRATERNITIES OR SORORITIES)**
- **NO HOUSE PARTIES OR RECEPTIONS**
- **NO FIREWORKS OF ANY KIND**
- **NO CAMPERS OR MOTORHOMES TO BE OCCUPIED AS ADDITIONAL LIVING QUARTERS**

**LINENS:** For your convenience, the bed is made (sheets & pillow cases). Six full size bath towels are provided in each bathroom. Additional towels can be supplied with prior arrangements. An initial supply of toilet paper, tissue, paper towels, laundry and dishwashing detergent are provided. There are additional sheets and pillow cases if you intend to make out the sofa into a bed, as well as extra blankets & pillows. There is no maid service during the stay. There is a broom, dustpan, and vacuum sweeper for your use as well as the washer and dryer. NO Towels or linens outside the residence, please. (Bring own for swimming).

**CHECK-OUT:** Check-out time is 11:00 a.m. You must be vacated from the cabin no later than 11am unless prior arrangements have been made for a late check-out.

Free Wi-Fi provided.

Keeping in mind that this is a private vacation home, not a hotel room, we ask that you perform a few minor tasks before your departure:

- LOAD DISHES IN DISHWASHER AND START IT
- HAND WASH ADDITIONAL POTS, PANS AND DISHES
- REMOVE ALL FOOD TO TAKE WITH YOU OR DISPOSE IN TRASH
- TURN OFF GAS TO PROPANE GRILL
- RETURN ALL CD'S/DVD'S/GAMES ETC. TO PROPER PLACE
- PLEASE REMOVE TRASH, & TAKE TO DUMPSTER (CONDO AREA)
- PLACE ALL DIRTY TOWELS, WASHCLOTHES, & LINENS (SHEETS & PILLOWCASES ONLY) IN BATHTUB
- MAKE SURE FRONT DOOR IS LOCKED
- **HAVE A SAFE TRIP HOME AND COME AGAIN SOON!!!!!!**

**PLEASE COMPLETE & SIGN, THEN SEND THE FOLLOWING 2 PAGES TO US BY EMAIL, MAIL, OR FAX.  
(NUMBERS AND ADDRESSES FOUND IN "CONTACT US" ON NAVIGATION BAR)**

## **SWIMMING POOL & SPA DISCLAIMER**

I fully understand the potential dangers that swimming pools and spas present to infants, children, teenagers, and adults, and I fully understand and agree to abide by ALL of the SWIMMING POOL RULES listed below and any rules posted. I agree to hold the property owners/management/individual cabin owners completely harmless against any and all liability, loss, damage or expense, including, without limitation, attorney's fees and cost of litigation, resulting from any and all swimming pool accidents or incidents occurring at the property.

I agree to keep the door of the gate that opens to the pool area closed at all times. I also agree an adult must be present to supervise any children or teenagers in the swimming pool area.

I agree to NEVER leave a child or teenager unattended on the property.

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Swimming Pools can be extremely dangerous for unsupervised children and teenagers, as well as adults swimming alone. Swimming pool accidents can happen to anyone, regardless of swimming ability, therefore we require that the following rules are strictly adhered to:

### **SWIMMING POOL RULES:**

1. All children and teenagers, regardless of swimming ability, are to be constantly supervised by an adult that can swim and is able to jump into the pool to assist a child in danger of drowning.
2. Keep a phone nearby to call 911 in the event of any swimming pool accident. All adults must know the house address.
3. Swimming alone is not permitted, regardless of swimming ability or age.
4. Don't leave any toys in the pool when the pool is not in use. Toys are an invitation for children to explore an unattended pool.
5. No running or jumping around the pool area is permitted.
6. No horseplay is permitted.

7. Be familiar with pool rescue protocols.
8. Be familiar with emergency CPR.
9. No glass items are allowed in or near the pool.
10. Alcoholic beverage consumption is NOT permitted in pool area. Persons under the influence of alcohol must not enter the pool.
11. Please notify us of any potentially dangerous pool or backyard condition that may be present.
12. For sanitary purposes, we respectfully request that all children that are not fully potty-trained wear swim diapers.

**IMPORTANT REMINDER: DO NOT TAKE YOUR EYES OFF ANY CHILDREN IN THE SWIMMING POOL OR SPA AREA. POOLS AND SPAS ARE EXTREMELY DANGEROUS FOR UNSUPERVISED CHILDREN AND TEENAGERS.**

I fully understand everything outlined above, I agree to abide by all swimming pool rules, and I agree to be bound to all terms listed above \_\_\_\_\_.

**ADDITION DISCLAIMERS:**

1. It is expressly understood and agreed that neither the owner of said premises, nor agent shall be liable for any damages or injury to renter(s), their family, or guest(s) or to the families' property from whatever cause arising from occupancy of said premises by renter(s). It is understood that the owner or agent shall not be responsible for any personal property left by renter(s) or guests.
2. Every effort has been made for accuracy in our advertising, including our listing with HomeAway & VRBO or other vacation rental websites; however, we are not responsible for errors or omissions. Rental data is subject to change without notice. Rental terms and conditions are subject to change.
3. Please note that no refunds are given due to weather, appliance or utility failure. For repairs and maintenance, every effort will be made to remedy any problems that may arise in as timely of a manner as possible. You can expect a courteous and professional attitude to problem solving, but no refunds will be given. Please make every effort on your part to remedy the situation. Unusual and unnecessary service calls will be billed to the renter(s). The only exception to a refund is due to a mandatory evacuation.
4. The owners may earn interest from your funds of deposit.
5. Guests authorize management personnel access to Cabin Dreams cabin to verify that all terms of agreement are complied with, or to do necessary maintenance.
6. There will be a \$30.00 fee for returned checks.
7. Posted Notch Estates rules (swimming etc.), are to be followed.

**STATEMENT:** I certify, under penalty & perjury, that I am 25 yrs. of age, or older, & I am the holder of the credit card account used for rental &/or deposit. I fully understand & agree with all rental conditions listed in this agreement, & authorize Charles and Brenda Chodrick to debit the initial deposit and other applicable charges from the credit card account or checking account submitted by you, the renter. In case of default by renter & non-collection by Charles or Brenda Chodrick, guest agrees to pay for all court cost, attorney fees and all collections costs.

**I understand this is a legally binding instrument. I accept the terms and conditions of this agreement \_\_\_\_\_**

**Please complete the following:**

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last Name: \_\_\_\_\_

Drivers License State: \_\_\_\_\_ Number: \_\_\_\_\_

Address: \_\_\_\_\_ Phone \_\_\_\_\_

H \_\_\_\_\_ W \_\_\_\_\_ C \_\_\_\_\_

Place of Work: \_\_\_\_\_ Email address \_\_\_\_\_

Date of Check-In \_\_\_\_\_ Check-out \_\_\_\_\_ Total cost of rental \_\_\_\_\_

Name on Credit Card \_\_\_\_\_ Credit Card # \_\_\_\_\_ Exp \_\_\_\_\_

List all other guests & ages, staying in Great Outdoors Cabin.