

CABIN RENTAL AGREEMENT

(By renting Blue Ribbon Trout Cabin you agree to these terms and conditions.)

TERMS AND CONDITIONS:

PLEASE READ THE ENTIRE AGREEMENT. Your taking possession of the cabin after receipt of this agreement, or payment of money is evidence of your acceptance of the agreement and your intent to use this for a vacation rental.

This agreement constitutes a contract between the Guest(s), Kent M Griggs and Blue Ribbon Trout Properties d/b/a Blue Ribbon Trout Cabin (BRTC). Guest(s) hereby understands and agrees that rental agreement is non-negotiable. Terms and Conditions may change without prior notice.

1. BOOKING

1. **RESERVATION PAYMENT REQUIREMENTS** - A VALID CREDIT CARD MUST BE USED FOR PAYMENT:

a. The total rental fee is required to secure reservation. **Guest(s) agree** that he/she will not claim any charge backs or credits from his/her credit card company for any fees charged to his/her credit card, including but not limited to deposit, rental, Pet, or additional damage or excessive cleaning fees.

2. **SECURITY** - The primary credit card or any other type of credit card provided for payment may be used as form of security by **BRTC** for any guest fines, fees, or additional services due to guest neglect, misuse, or damage. Security charges will only be applied to your credit card if necessary and you will be notified. Guests are financially responsible for all damages and additional excessive cleaning fees if necessary. Should **BRTC** find the cabin or the property in an unacceptable condition upon your departure, your security deposit will be used for extra cleaning, damage repairs, replacement of missing contents, expenses resulting from agreement violations such as smoking in the cabin, trash left in cabin, dirty dishes left unwashed, furniture moved, etc...

3. **OCCUPANCY** - Guest(s) understands that **BRTC** will only accept reservations from responsible adults 25 years of age or above. Guest(s) who initiates rental will remain responsible for all other guest(s), children, or visitors during occupancy of subject property.

a. Advertised rate is based on a maximum of 6 person occupancy. Infants one (1) year or less at the time of occupancy are exempt from additional charge. Guest(s) agree that no more than the number of authorized people shall occupy the property. If the rental property is occupied by more than the number indicated on the confirmation, the violation will result in additional charges. Additional charges of \$100.00 per guest, per night, will be assessed

b. **CHECK-IN TIME IS 3:00 PM** - Check-in is at the Blue Ribbon Trout Cabin. Arrangements will be made with **BRTC** to make access available. Access is NOT available until the property is ready for occupancy. **BRTC** will use every resource available to have the Property ready for Guest occupancy at noted check-in time, however; **BRTC** cannot guarantee the exact time of occupancy due to possible interruptions. No concessions, rate reductions, or refunds will be made for postponed occupancy due to conflicts out of **BRTC's** control.

c. **CHECK-OUT TIME IS 11:00 AM** - Check-out is strictly enforced so that the **BRTC** has adequate time to prepare the rental property for the next scheduled guest. Please follow the check-out instructions included in the arrival package at check-in.

d. **EARLY ARRIVAL or LATE CHECK OUT MAY BE AVAILABLE FOR AN ADDITIONAL FEE & MUST BE PRE-ARRANGED.** This option is not guaranteed.

e. A Visitor or Visitors of the Guest(s) may occupy the property on a temporary basis only. Visitors (exceeding the six guest limit) may not stay overnight. NO HOUSE PARTIES. If evidence of misuse or violation of this occupancy agreement is discovered at any time the Guest(s) of record will be charged accordingly or immediately evicted.

f. Guest(s) must contact the **BRTC** as soon as possible if guest(s) decide to extend reservation if available. The current nightly rate will be added to the reservation for each additional night along with any other associated charges.

4. **RATES** - Rates are based on the following: **Maximum six (6) person occupancy, season, property classification, location, furnishings, and amenities.** Published nightly rental rate does not include, fees (including transactional and booking fees), tax, cleaning fees (Regular and/or excessive cleaning), or charges for damages. Nightly rates are subject to change without notice based on season and/ or occupancy levels. Once a guest has secured a rate it will not change unless the reservation is modified by the Guest(s).

5. **CHECK-IN AND CHECK-OUT** - 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 check-out procedures may result in additional fees. **BRTC** reserves the right to further bill Guest for additional

cleaning or repairs. (Guest agrees to read all of the documents provided at check-in as well as those printed in the Welcome Guide and/or posted policies provided in the cabin.)

6. **DAMAGE** - If any damage is sustained to the Blue Ribbon Trout Cabin or property, additional charges will be applied to the credit card on file and written documentation will be sent to the Guest(s) of record. If damages are determined to be caused maliciously or intentionally, **BRTC** will fully cooperate with local law enforcement to initiate and pursue criminal prosecution.

7. **CONFIRMATIONS** - Reservation confirmation will be sent via e-mail to Guest(s). Please read the confirmation for accuracy: Occupancy dates, pricing, mailing address, phone/e-mail contact information, and any other accommodation requests. Information changes and/or errors should be reported within 24 hours of confirmation.

8. **RESERVATION CHANGES** - Once a reservation is confirmed a \$25.00 Change Fee will be assessed for any date changes.

9. **CANCELLATION** - All Cancellations must be completed in writing (Email or Certified Mail). Cancellations are not considered complete until Guest(s) receives confirmation email from **BRTC**.

a. If Guest(s) cancels more than thirty (30) days prior to arrival date, the Guest(s) will receive a full refund minus a Cancellation Fee of \$60.00.

b. If Guest(s) cancels less than thirty (30) days, the Guest(s) will receive a full refund, minus one night's rental fee and \$60.00 cancellation fee.

c. For special occasions such as holidays (Easter, Memorial Day etc...), Derbies or season opener, there is a 30 day cancellation notice required. Credit card will be charged in full, in the event of a no-show.

d. There will be NO refund if reservation is made within the 7-day period before arrival.

10. **AVAILABILITY** - If the property becomes unavailable prior to occupancy due to circumstances outside of **BRTC's** control or prior knowledge due to: Major mechanical failure, fire loss, or loss of utility (Electricity or Water) the Guest(s) will be given a full refund without penalties or will be allowed to change their reservation date without fee.

11. **REFUNDS** - All eligible refunds will be issued to the credit card on file or by check and mailed to Guest(s) of record. Cash Refunds are not available. Refunds or rate adjustments are not made for any inconveniences. No refunds or rent reductions will be made due to failure of appliances, utilities, or equipment; early departures, delayed arrivals, or inclement weather that do not result in the inaccessibility of the cabin.

12. **INCLEMENT WEATHER** - It is the Guest(s) responsibility to monitor the weather and road conditions prior to arrival. Guest may contact **BRTC** to inquire about

conditions understanding that **BRTC** cannot predict the weather or road conditions throughout the region. Road conditions can change quickly and/ or remain impassible for extended periods of time.

- a. Guests who arrive and check in (taking occupancy of the property) understands they are proceeding at their own risk and should make the proper arrangements.
- b. Guests who do not show, turn around, or depart early will be voluntarily forfeiting the reservation and fees paid.

2. PROPERTY INFORMATION

1. **ACCOMMODATIONS** – Blue Ribbon Trout Cabin is privately owned, furnished, and equipped by the Owner. Daily housekeeping services are **not** provided. If Guest(s) requires special appliances or equipment, please bring them. Furnishings are subject to change without notice. Under no circumstances is furniture, bedding, mattress pads, utensils or any other item supplied with the rental property to be taken out, moved, or rearranged. The storage shed is locked by the owner and is not to be accessed by Guest(s). The storage building is used by the property owner for storage of Housekeeping and yard maintenance supplies. The storage cabin is not included in this rental. Please do not move furnishings or tamper with locked areas, such behavior will result in a fine starting at \$100.00 (or more depending on circumstances).

- a. **Swimming:** Swim at your own risk. Always wear a life jacket while in the water. No life guard is on duty.
- b. **NO SMOKING:** Blue Ribbon Trout Cabin is a non-smoking cabin. If it is determined that Guest(s) smoked in the cabin, a \$200.00 cleaning fee will be assessed and charged to the primary card used to secure the reservation.
- c. **Fishing.** Please enjoy fishing in the Blue Ribbon Trout Area of the Current River. However, Guests are required to comply with all laws and regulations. The river is regulated by the Missouri Department of Conservation. Rules and regulations may be found on the Missouri Department of Conservation website.
- d. **Hazardous materials:** Do not allow waste, fuel, oil, or chemicals to spill into the river or on the property. Any cleaning products used must be biodegradable.
- e. **Trash Disposal:** A trash can is provided on the outside of the cabin. Please place all trash in the trash can and ensure the lid is secure.

2. **REPAIRS - SERVICE CALLS - EMERGENCY MECHANICAL FAILURE** - Guest(s) understands and agrees that **BRTC** cannot guarantee against utility or mechanical systems failure during occupancy. Guest must report any inoperative

equipment or needed repairs to **BRTC** as soon as possible. **BRTC** will make every reasonable effort to have repairs completed quickly & efficiently. No refunds, concessions, or rate adjustments will be made for these unforeseen circumstances. Should a repair technician make a call to a rental property unit and find that the equipment is in working order and the problem was due to the Guest(s) oversight or neglect, the charge for service can be at the Guest(s) expense. Guest(s) understands and agrees that **Matt Griggs**, and/ or a contractor of **BRTC** may enter the rental property at any reasonable time to make any needed repairs or inspect the property.

3. **AFTER HOURS INFORMATION NUMBER** - Guest(s) will be provided a telephone number upon arrival for any after-hours emergency or for important questions. If your request is a non-emergency, your request may be addressed the following business day. All emergencies will be handled with prompt and thorough care.

4. **SATELLITE, CABLE TELEVISION & ELECTRONICS** – The cabin is equipped with two small televisions with Dish Network. Only a basic package is provided and service is not guaranteed. Directions are provided in the Welcome Guide.

5. **TELEPHONE & INTERNET ACCESS** – The cabin does not have telephone nor internet service. However, cell phone service is available for many providers.

6. **LINENS & ADDITIONAL LINEN SERVICES** - Three full supply's of linens is provided in the cabin for each bed. Bed linens and bath towels are not changed during your stay. Bath towels should not be removed from the property, used for swimming, or used for cleaning purposes. Stained, misused, or missing linens will be replaced at Guest(s) expense. Note: Bath soap, shampoo, toilet tissue, paper towels, and trash bags are provided in limited quantities but are not replenished during the rental.

7. **TRASH AND / OR LITTER** - All trash must be bagged and placed in the trash cans or trash bin made available at the property. If Guest(s) fills trash cans beyond capacity during occupancy, it is the Guest(s) responsibility to remove additional trash and dispose of it properly. If litter (trash reminisce, cigarette butts, cans / bottles, etc...) are discovered in the cabin or on the property after occupancy, an additional excessive cleaning fee may be assessed and charged to the guest credit card of record.

8. **GRILL** – A charcoal grill is provided. Use grill away from the wooden cabin and deck to avoid fire dangers. Grill should be covered and vents closed after use to extinguish the fire. Grill should be cleaned out after each use. Charcoal is not provided. Please bring your own.

9. **FIRE PIT AND FIREWOOD** - Firewood is not provided for the Fire Pit or for Campfires. Guest(s) should stop at a convenience store or grocery store and pick up additional Firewood to bring to Property for outside use. Firewood is also available for purchase at Montauk State Park at certain times. If there is firewood stacked by the fire pit, Guest(s) may use the firewood. **In order to greatly reduce the risks of damaging**

our forests i.e. disease, tree-killing insects, do not bring firewood from home, use only local firewood and either burn it all on site or leave it there.

10. **Pests and Environment** – To ensure the best guest experience, **BRTC** performs regular pest control maintenance on **BRTC**. Because **BRTC** is located in a wooded and river area **BRTC** cannot guarantee it will be pest free. **BRTC** does not offer refunds for pests. Unfortunately, ladybugs, wasps, hornets, dirt daubers, mosquitoes, yellow jackets, and other bugs are a part of our environment and we are unable to prevent them from occasionally visiting **BRTC**. **Blue Ribbon Trout Properties d/b/a Blue Ribbon Trout Cabin (BRTC)** will not accept responsibility for any injury caused by said pests.

11. **WILDLIFE:** Because **BRTC** is located in a wooded and river area, you are likely to encounter wildlife (deer, turkey, raccoons, beaver, muskrat, turtles, snakes, etc.). **Blue Ribbon Trout Properties d/b/a Blue Ribbon Trout Cabin (BRTC)** will not accept responsibility for any injury caused by said wildlife.

12. **Pets:** **BRTC** will allow guests to bring one dog, less than 20 pounds to the Blue Ribbon Trout Cabin. However, the following terms and conditions apply.

- a. Dog(s) must be potty trained and housebroke.
- b. The dog's owners are responsible for cleaning up their dog's messes i.e. picking up poop from the yard.
- c. It is the Guest's (of Record) responsibility to sweep up, -and dispose of- excess dog hair as a result of their pet's excessive shedding habits.
- d. A bathroom area has been designated on the BRTC property; extreme corner of property between the storage shed and county road. Additionally, BRTC will make every attempt to provide "dooty bags" located on the outside of storage shed for Guests to utilize. All dog feces are to be picked up (with bags) and properly disposed of in the outside trash can that is provided.
- e. Should **BRTC** find the cabin or the property in an unacceptable condition upon your departure, due to your inability or lack of willingness to maintain your dog(s), your security deposit will be used for extra cleaning, damage repairs, yard clean up etc...
- f. As mentioned previously in this contract,

"Because **BRTC** is located in a wooded and river area, you are likely to encounter wildlife (deer, turkey, raccoons, beaver, muskrat, turtles, snakes, etc.). **Blue Ribbon Trout Properties d/b/a Blue Ribbon Trout Cabin (BRTC)** will not accept

responsibility for any injury caused by said wildlife." **BRTC additionally will not be responsible for injury or death to Guest's dog due to their dog's unforeseen encounter with said wildlife.**

It is the Guest's sole responsibility to ensure their dogs are kept safe by adhering to the following:

1. Guests **MUST** keep their dogs on a leash at all times when their dog is outside.
 2. Unless outside for bathroom purposes or accompanied by Guests, dogs must remain inside the cabin; **Do not tie up dogs and leave unattended outside.**
- g. **Guests who bring their dogs (per above-mentioned terms and conditions) agree, upon booking BRTC, to paying an additional \$10.00 (ten-dollars) per night for their dog.**

3. DISCLOSURES

1. **BEHAVIOR AND DISORDERLY CONDUCT** - NOTICE: There should be No drinking of alcoholic beverages by persons under the legal age of twenty-one (21) allowed. Should a Guest(s) or visitor of Guest(s) be arrested for underage drinking or use of any illegal substances while at the rental property, or should **BRTC** observe a Guest(s) or visitor of Guest(s) under the age of 21 consuming alcoholic beverages or performing illegal activity, this rental agreement will be terminated and the Guest(s) evicted at the discretion of **BRTC**. Illegal drug use is strictly prohibited. Local law enforcement authorities will be contacted should **BRTC** become aware of illegal activity.
 - a. **SMOKING - SMOKING IS NOT PERMITTED INSIDE THE CABIN!!! ALL CIGARETTE BUTTS MUST BE FULLY EXTINGUISHED, BAGGED AND PLACED IN THE OUTSIDE TRASH CAN.** If it is determined that Guest(s) smoked in the cabin, a \$200.00 cleaning fee will be assessed and charged to the primary card used to secure the reservation.
2. **INTERFERENCE** - Neither Owner nor **BRTC** shall be liable for events beyond their control which may interfere with Guest(s) occupancy, including but not limited to acts of nature, governmental agencies, fire, strikes, war, or inclement weather. **NO REBATES, CONCESSIONS, OR REFUNDS** will be offered in these circumstances.
3. **FIRE SAFETY** - Blue Ribbon Trout Cabin is an all wood structure and is located in a wooded area so it is of utmost importance that you adhere to the following rules. Only have fires in fire pit area and keep small enough to fit within the diameter of the fire ring or fire pit. Do not leave fires unattended and always throw water on fire when finished. Do not drag uncut logs or trees onto fire. (Be Smart!) Do not use charcoal grill on the deck. Do not leave burning grill unattended. Do not discard burning embers, charcoal, ashes on ground. **DO NOT THROW CIGARETTE BUTTS OFF DECK, ON GROUND, ETC.**

4. **RIGHT OF ENTRY** - Guest(s) agree that **Kent M Griggs** or his agents or contractors reserve the right to enter the rental property to make necessary repairs or conduct an inspection at any reasonable time.

5. **INDEMNIFICATION AND HOLD HARMLESS** - Guest(s) agree to indemnify and hold harmless **Blue Ribbon Trout Properties LLC d/b/a Blue Ribbon Trout Cabin (BRTC)** 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(s) use & occupancy of the rental property. This is including, but not limited to, any claim or liability for personal injury (including dogs) or damage or theft of property which is made, incurred or sustained by Guest(s). The terms "Guest(s)" as used in this Agreement shall include Guest(s) heirs, successors, assigns, guests, invitees, visitors, representatives and other persons on the rental property during Guest(s) occupancy (without regard to whether such persons have authority under this Agreement to be at the rental property), where the context requires or permits. **Blue Ribbon Trout Properties LLC d/b/a Blue Ribbon Trout Cabin (BRTC)** is not responsible for accidents, falls, injuries, or illnesses that occur on the premises or within the cabin or on the property. **Blue Ribbon Trout Properties LLC d/b/a Blue Ribbon Trout Cabin (BRTC)** is not liable for loss or damage to any property due to theft, fire, water, rain, hail, or lightning; failure of utilities, of guests or visitors of guest at any time while on the premises. It is agreed that the Guest(s) is assuming the risk of any harm arising from their use of the premises, or others that the Guest(s) may have invited to the premises. Items left behind or forgotten are not the responsibility of **Blue Ribbon Trout Properties LLC d/b/a Blue Ribbon Trout Cabin (BRTC)**. If notified about missing expensive items, **Blue Ribbon Trout Properties LLC d/b/a Blue Ribbon Trout Cabin (BRTC)** will attempt to find and return things such as wallets, keys, glasses, rings, cell phones, IPODs, etc at Guest(s) expense.

6. **VIOLATING AGREEMENT & EXPEDITED EVICTION** - **BRTC** may terminate this Agreement if Guest(s) violates any of the conditions set forth herein. Upon notice of termination of this Agreement, Guest(s) shall vacate the Premises immediately and forfeit all rents. A material breach of this Agreement by Guest(s), which, in the sole determination of **BRTC**, results in damage to the Premises, personal injury to Guest(s) or others, a breach of the peace, a nuisance to others, or a violation of criminal law or regulation, shall be grounds for termination of Guest(s) tenancy. Violation of any of the rules contained herein will result in IMMEDIATE EVICTION & forfeiture of rent.

7. **DENYING PAYMENT, ADDITIONAL FEES, or FINES** - If **BRTC** must obtain legal advice or counsel for matters arising from payment discrepancy involving a Guest(s) or Payment vendor such as a credit card company, **BRTC** will seek rightful payment or collection from Guest(s). If disputes are transferred from **BRTC** management to a collection team or attorney, Guest(s) of record will become responsible for all charges proved to be their responsibility including cost of collection services.

8. **DISPUTES** - This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri, and shall be treated as though it were executed in

the County of Dent, State of Missouri. Any action relating to this Agreement shall be instituted and prosecuted only in the Dent County Circuit Court, at Salem, Missouri. Guest(s) specifically consents to such jurisdiction, venue, and to extraterritorial service of process.

9. **CREDIT CARD GUARANTEE & ACCEPTANCE** - By submitting a reservation over the internet or by phone Guest has entered into a binding contract outlined by the Terms and Conditions of this Agreement. Upon submission, Guest is authorizing **BRTC** to bill charges relating to the rental and use of property as outlined in this agreement. Guest(s) accepts and understands all liability & costs associated with damage due to Guest(s) negligence, misuse of property and/or missing items. Additional charges will be billed to the Guest(s) credit card kept on file for security. All credit card sales are final. Guest(s) understands and agrees to the cancellation and refund policies outlined herein. Any further notices or additional information will be provided upon arrival. Guest(s) signature may be required before taking occupancy.

10. **Check-out Procedures:** Upon departure guests are required to leave the property in the same general condition at was when they arrived. Please comply with the following before check-out:

1. Dishes, pots, pans, silverware and utensils should be washed and put away.
2. Charcoal grill cleaned and covered. Clean refrigerator. Leave no food or drink.
3. Windows and doors closed and locked. All lights turned off to conserve energy.
4. Thermostat set to 50 degrees when on heat setting and air conditioner turned off.
5. All garbage and trash bagged and placed in the exterior trash can.
6. Property left neat and in order. Clean stove, range, countertops, sinks and appliances. Wipe all surfaces so that they are free of grease and food.
7. Fire pit should be free of trash and not left burning.
8. Remove all used linens & wet towels and place on tile floor in the bathroom or kitchen.

9. Property should have all trash picked up and placed in the trash can. No trash should be left in the fire ring.
10. All excessive dog hair (inside cabin) should be swept up and disposed of, and all dog feces outside should be picked up and properly disposed of.