

**CABIN RENTAL AGREEMENT
ALLEN'S GETAWAY
1557 Snowdown Road, Iuka, MS**

Arrival Date: _____ no earlier than 3:00 pm

Departure Date: _____ by 11:00 am

INITIAL HERE: _____

This agreement constitutes a contract between the cabin guest(s) and Allen Realty, L.P. Guest acknowledges and understands that by signing this agreement, he/she states that he/she has read and understands the written policies provided within and agrees with all statements included herein.

- 1) Cabin guest confirms that at least one guest, who will be at the cabin throughout the rental period, is at least 25 years of age, or older.
- 2) **PROPERTY DAMAGE:** Cabin guest acknowledges and understands that he/she is financially responsible for any and all property damage that may occur during the stated rental period which can reasonably be attributed to the rental party's negligence or abuse.
- 3) **SECURITY/DAMAGE DEPOSIT:** A \$500.00 security/damage deposit is required at time reservation is made for the dates requested. This deposit will be refunded within 10 days of your departure provided no damages occurred during your visit and no violations of policies were made. This deposit must be paid by Credit Card (we accept MasterCard, Visa, or American Express). A small processing fee will be accessed. Renter must sign a credit card authorization form.
- 4) **LOSS OF SECURITY DEPOSIT:** Cabin guest agrees to leave the property in the same general clean and undamaged condition it was when you arrived. Cabin guests are responsible for any damage, abuse, excessive cleanup requirements, or loss caused by or permitted to be caused by through action or inaction of any member of the cabin guest(s) party to the property or its contents during cabin guest(s) occupancy. Any damages or violations may result in the loss of all, or part, of the \$500.00 security/damage deposit, and that we reserve the right to further bill him/her for additional cleaning or repairs. There is a \$50 fee if the pots, pans, dishes, etc. are not returned to their proper place.
- 5) **DISPUTES:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Alabama, and shall be treated as though it were executed in the County of Colbert, State of Alabama. Any action relating to this Agreement shall be instituted and prosecuted only in the Colbert County, Alabama. Guest(s) specifically consent to such jurisdiction and to extraterritorial service of process.
- 6) **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: 12 (twelve).** Occupancy is limited to registered guests only. Absolutely no overnight unregistered guests are allowed. Occupancy by more than the stated number of guests may, in Landlord's sole discretion result in the termination of the rental and the forfeiture of all rental fees, and deposits. **Please notify us at least 24 hours prior to arrival if your cabin guest count changes. NO HOUSE PARTIES! NO EXCEPTION!**

7) **CHECK-IN/CHECK-OUT TIME:** Guest acknowledges and understands that **check- in time is no earlier than 3:00 PM.** You are welcome to check with us the night before to see if arriving any earlier on the arrival date is possible. **Check-out time is no later than 11:00 am** on the date stated in the rental period above. Housekeeping needs adequate time to prepare the property for the next guest. Guests not leaving by stated check-out time, without permission, will be assessed a rate of \$50.00 per hour.

8) **NO FIREARMS – NO FIREWORKS – NO ATVs:** 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. We reserve the right to terminate this agreement and request loud or unruly guests to vacate the premises immediately. Said discharge shall not result in the refund of any rental fees.

9) **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.

10) **NO PETS:** If a pet belonging to any member of the rental party, or guest of the rental party, is found to be in the premises, cabin guest will be removed from the property and agrees that the full rental fee and deposit will be forfeited and acknowledges that any damage done by said pet shall be his/her financial responsibility.

11) **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 or on the porches/decks, **Landlord may elect to keep your security deposit, and, if Landlord elects, guest agrees to forfeit the security deposit as a reasonable reimbursement for the cost of maintenance and cleaning of the cabin.** The entire cabin is designated as a No Smoking Area. Guest hereby acknowledges that the amount of the security deposit is a reasonable amount to be withheld for such purposes described herein.

12) **NO RV CAMPERS AND/OR TENTS: Occupancy of RV campers and/or tents on the premises, or parking lot is forbidden.**

13) **SATELLITE TV:** Cabin guest acknowledges and understands that there is a pay-per-view **block** on the satellite dish 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(s) upon receipt of the charges (DVD players are on site for your convenience if you would like to bring DVD movies).

14) HOLD HARMLESS: Cabin 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 that the Owner accepts **NO** legal or financial responsibility. Cabin guests, and guardians, assume all risk of injury or other loss resulting from any recreational activity and will hold the Owner harmless with respect thereto. **Cabin guest(s) hereby agrees to indemnify and hold harmless Allen Realty, L.P. or its agents, representatives, or owners from any and all claims, including those of third parties, arising out of or in any way a result of the cabin guests' use of the premises or items therein.**

16) LOSS OF PERSONAL ITEMS: Cabin guest 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. We will do our very best to return any lost or forgotten items, at guest(s) expense.

17) LOCKED AREAS OFF LIMITS: There is a locked closet and locked garage in this cabin. Cabin guest is strictly prohibited from entering any locked space in the Cabin, including without limitation any locked closets and the locked garage. **PLEASE NOTE: Your deposit will be forfeited if either the lock or the door is broken or tampered with.**

18) OWNERS will not be held responsible for the failing of any other company service due to said company's error or service interruption. (i.e. electricity, satellite, water, gas, etc..) However, we guarantee that we will do all that is humanly possible to remedy any issue in the shortest time possible.

19) REPAIRS: Owner or Owner's Agent may enter the premises immediately in the event of an emergency, in order to perform necessary repairs and/or maintenance; and with 24 hours notice, for normal maintenance.

20) ILLEGAL SUBSTANCES: Illegal substances are strictly prohibited and grounds for immediate eviction.

21) CHARCOAL GRILL: A charcoal grill is provided. Renter must provide their own charcoal. Owner may deduct an amount from your security deposit sufficient to repair or replace in like charcoal grill.

22) HOME FURNISHINGS, EQUIPMENT, ETC. – Moving of any furniture or décor is not allowed. Furniture, bedding, linens, towels, utensils, or any other property belonging to the owner will not be removed from the premises for ANY reason. Please do not bring any inside furniture or chairs outside or on the porches. Loss of these items, as well as damage to any property or furnishings in excess of normal wear and tear will be charged to

you the guest(s).

23) KEYS: All keys must be returned to the lock box upon your final departure. Please be sure that all deadbolts are locked. The door knobs should not be locked. Cabin guest(s) are responsible for cost of re-keying if locksmith is required to come out due to lost or non-returned keys.

24) DEBRIS, RUBBISH AND GARBAGE: Place all debris, rubbish and garbage in the garbage cans near the garage doors. Renter must provide garbage bags. Garbage cans need to be taken to the street at the end of your rental contract.

25) GENERAL HOUSEKEEPING: A \$150.00 cleaning fee is charged. Upon departure our housekeepers will clean the unit. We do ask that you leave the kitchen clean, dishes in dishwasher, bag all trash and take garbage cans to the street. Place all soiled towels on the floor by the locked door which leads to the garage.

26) CANCELLATION POLICY: In case of cancellation, other than Holidays, a cancellation fee of 10% or a minimum \$50, whichever is greater, is charged up to 15 days prior to your arrival date. No deposit will be refunded within 15 days prior to your arrival. Holidays require full payment to reserve and are not refundable unless the Unit is re-rented.

ALL CANCELLATIONS MUST BE MADE IN WRITING to:

E-MAIL: rentacabin1@gmail.com

27) POLICIES AND PROCEDURES: A copy of our current Policies and Procedures is provided on our website. Renter acknowledges that such Policies and Procedures have been made available for review. Renter shall comply with the Policies and Procedures which are in place on the date of this Rental Agreement. At Renter's request, Owner will make all reasonable efforts to provide Renter with an applicable version of the Policies and Procedures in writing.

**** PLEASE PRINT, SIGN AND E-MAIL ENTIRE AGREEMENT INCLUDING GUEST LIST AND CREDIT CARD INFORMATION WITHIN 7 DAYS**

along with a copy of valid driver's license.

E-MAIL TO: rentacabin1@gmail.com

Print Name

Phone Number

Signature

Date

Address

Number of Person Occupying Unit:

Adults: _____

Children: _____

Pickwick Cabin Rentals:

By: _____

Its: _____

Please print all names of persons occupying this property:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Name on Credit Card: _____

Credit card billing address: _____

City: _____ **State:** _____ **Zip Code:** _____

Type of Credit Card: MasterCard/Visa/American Express

Credit Card Number: _____

Expiration Date: _____ **CVV Number:** _____

Driver's License Number: _____

Issuing State: _____

I hereby give permission to charge my credit card for the amounts for this rental. By signing below, I agree to all terms and conditions of this agreement.

Signature: _____ **Date:** _____

Print Name: _____