



Rental Agreement, Policies and Guest Check-in Form

You must read and agree to this contract of terms and conditions before your booking is completed. Please read your vacation rental agreement in full. All policies are strictly enforced. It is the responsibility of all guests to be familiar with all the policies pertaining to rental.

Reservation Requirements

A two night minimum is required on all reservations excluding major holidays and festivals which may require 3 nights. Your reservation will be confirmed upon receipt of signed rental agreement, copy of valid driver's license (or proper ID) and payment in full. We accept personal checks if sent at least 14 days prior to reservation dates or you may pay with a credit card through Paypal. Renter must be at least 25 years or older to reserve the property.

Mountainwood Cottages requires a valid credit card on file as a security deposit for unintentional or incidental damages to the rental property and its contents. Guests will be notified of any damage/costs in writing. Any material damage to the Rental Property will be charged immediately to the Guest's credit card (or deducted from the security deposit). Guests assume full responsibility for any items damaged due to misuse or negligence or action on guest's part, except in the case of normal wear and tear reported to Mountainwood Cottages within 24 hours of check-in, and for any items found to be missing. A 300.00 cash deposit in lieu of a credit card can be accepted.

Cancellation Policy

100% refund if cancelled 14 days prior to arrival date

50% refund if cancelled 7 days prior to arrival

Rental Policies

1. People other than those in the Guest party may not stay overnight in the property. Any other person in the property is the sole responsibility of Guest. Alabama State fire code is very strict. Guests are not allowed to exceed the occupancy limit of 4 people.
2. Guests must be 25 years or older to reserve, check-in or occupy a MountainWood Cottage Rental.. Adult guests may bring their children however **total** guest occupancy cannot exceed 4 persons. Proof of age must be substantiated by a copy of a driver's license, passport, military I.D. or Government issued I.D.
3. The Owners are not responsible for any accidents, injuries or illness that occur while on the premises or the property. The owner is not responsible for any inconveniences that may occur for which he may have no control. This includes, but not limited to: power outages, adverse weather, mechanical failures such as hot tub, television, etc. No refunds will be given for occurrences beyond the owner's control. The Owners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all

guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.

4. **Check-in Policy:** Check-in is at 3:00 P.M. CT. No early check-ins to avoid guests arriving before the home has been fully cleaned and prepped. Please do a walk-through and inform the owner of any issues as soon as you arrive.

5. **Alcoholic Beverages:** By Alabama Law, no drinking of alcoholic beverages by persons under the legal age of 21 is allowed. NO HOUSE PARTIES ALLOWED. Violation will be cause for immediate eviction with loss of all rent monies paid.

6. **Pets :** Pets are NOT allowed.

7. **Smoking:** Smoking is **NOT** allowed in the cottage or anywhere on the property itself. (within a 250 foot radius). Evidence of smoking will result in a 250.00 charge to the credit card on file.

8. **Noise:** Guests should not create excessive noise at a level that disturbs neighbors; quiet hours are 10:00 P.M. to 8:00 A.M.

9. **Ships Ladder Stairs for Loft Bedroom Access:** A ships ladder is an efficient cross between a ladder and stairs. The full loft bedroom is accessible by a fixed ships ladder. The ladder has steps rather than rungs for easier climbing access. While we made every effort to make the ladder as easy and safe as possible to climb, **the ladder should not be used by children under the age of 8 or older individuals who are not able to climb up and down a regular ladder, or have medical or balance issues.** The loft itself has rails around the periphery for safety and we have provided a safety gate to place at the bottom of the ladder to prevent children from trying to access the loft. PLEASE be Vigilant. ALL children must be supervised by an adult while in the loft. Please familiarize yourself with instructions for safe climbing up and down the ladder which are in the "welcome and information" book in the cottage.

10. **Furnishings:** All furnishings/furniture in the cottage are in place as the owners wish them and Guest(s) agrees to leave said items in the same condition and location that they found them upon arrival.

11. **Repairs/Service Calls:** Please report any equipment that is not operating properly upon your arrival to the cottage. MountainWood Cottages will make every effort to resolve the problem as quickly as possible. Should a repair person make a call to a cottage and find the equipment in working order and the problem was due to Guest(s) oversight or neglect, the charge for the service will be the Guest(s) responsibility. All maintenance repairs must be reported to MountainWood Cottages between 9 AM and 5 PM. Guest(s) understand and agree that repair people might need access to the cabin for the purpose of making the repair.

12. **Supplies Provided:** MountainWood Cottages provides your initial supply (2 to 3 days) of paper products, soaps, detergents and trash bags etc. for your convenience. Any supplies required thereafter is guest responsibility. Each cottage has pots and pans, dinnerware, tableware, glasses and cups, cooking utensils, small appliances, hair dryer, etc.

13. **Housekeeping:** There is no daily housekeeping service. While linens and bath towels are included in the cottage, daily maid service is not included in the rental rate. We suggest you bring beach towels.. We do not permit towels or linens to be taken from the cottage.

14. **Appliances:** The cottage is equipped with an oven, stove, microwave, dishwasher, and refrigerator. Only use appliances for their intended uses.

15. **Satellite Television:** MountainWood Cottages does not guarantee any programs or events.

16. **Fireplace:** The fireplace is wood-burning. The use of a wood-burning fireplace requires extra caution. Before using any wood-burning fireplace, Tenants agree to (i) make themselves familiar with the location and function of the fire extinguisher (ii) **make sure the exhaust flue is opened before lighting a fire, (iii) never leave a fire burning unattended.** Please close the flue once the fireplace is cool, the following morning (to avoid heat loss up the chimney). Any damages to the cottage as a result of not using the fireplace correctly will result in repair charges to the credit card on file. A start-up supply of firewood and a starter log is provided at no charge to the guests and is located in a bundle on the back porch. This supply is enough for approximately 2 days of fires in the fireplace. Firewood is not provided for outdoor fire pits. Due to the large amount of wood needed for outdoor fires, guests are responsible for supplying wood for the outdoor fire pit unless they choose to use the bundle supplied for that purpose. If you would like to purchase additional bundles for \$15.00, please notify the owner before your arrival.

17. **Hot Tub:** No children under the age of 16 permitted in hot tub at any time without adult supervision. When using the hot tub, remember there is a certain health risk associated with this facility. Use at your own risk. Our housekeepers turn the hot tub on, sanitize and replenish chemicals in the tub prior to your arrival; therefore, it may not be warm until later that evening. **DO NOT STAND ON THE HOT TUB COVERS.** Hot tub covers are for insulation purposes and are not designed to support a person or persons. They will break and you may be charged for replacement. Remember when not using the hot tub, leave cover on so hot tub will stay warm.

18. **Fire Pit:** If you use an outdoor fire pit, you are responsible if any "wild fires" start and could be subject to fines or response charges by the Department of Forestry, the city of Mentone or Dekalb county.. Please pay attention to warnings of fire bans in the event that North East Alabama is under restrictions due to drought/windy conditions. If you do not know how to start a fire, refer to page of "Welcome" Book regarding "How To Start a Fire".

18. **Use of grills:** Grilling is permitted and should be used on the outdoor deck. Do not put the grill in the screened in area of the back porch. Propane is provided for the gas grill. A \$15.00 fee will be imposed on any tenant who does not properly clean a grill prior to departure. Cleaning is nothing more than cleaning grates of food and spilled liquids.

19. **Water and Septic:** The cottage is on a septic system. The septic system is very effective; however, it will clog up if improper material is flushed. **DO NOT FLUSH** anything other than toilet paper. No feminine products should be flushed at anytime. If it is found that feminine products have been flushed and clog the septic system, you could be charged damages of up to \$1,000.00

20. **Garbage:** Any garbage must be stowed in the proper garbage receptacle located at the side of the house. Please thoroughly tie and bag trash before putting in receptacle.

21. **Parking:** Parking is limited to 2 vehicle(s). Vehicles are to be parked in designated parking areas only. Parking on the road is not permitted.

22. **Campers, Motorhomes, Tents:** Campers, motor homes or the use of tents on rental property is prohibited unless expressly permitted in writing by the owner.

23. **Mountain Animals:** Deer, Coyote, Bear, Turkey, Possum, Raccoons, Ladybugs, Carpenter Bees, Wasps, Scorpions, Ticks, Ants, Chiggers, etc. may be encountered in the mountains. There is no refund for the presence of typical North Alabama mountain creatures.

24. **Locked Areas:** Guests will not be provided a key for the housekeepers' storage and supply area. Any attempt to enter locked areas is cause for immediate termination of this agreement, forfeiture of all monies paid, and guests will be liable for any damage or missing items.

25. **Storms:** No refunds will be given for storms. Mountain roads can be curvy and steep. Gravel drives are well maintained; however, we do not refund due to road conditions.

26. **Cleaning:** Rental property should be left in the same condition as originally found. Any undue or unreasonable cleaning necessary as a result of the guest's stay will result in a cleaning charge assessment of \$45.00 per hour.

27. **Check out procedures:** Please follow the checkout procedures as outlined below (checkout is by 11:00 A.M. EST.:

- Replace moved furniture
 - Leave towels in the laundry bin
 - Remove sheets and place in laundry bin
 - Discard open food items from refrigerator
 - Check drawers for personal items
 - Place trash in the garbage trash receptacle outside
 - Close and lock all windows and doors
 - Turn off lights
 - Turn off hot tub by unplugging
 - Set both thermostats to 60 in the winter and 80 in the summer
 - Leave comments in the "Guest Book!"
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By signing and completing this information below, you are agreeing to Mountainwood Cottage's policies and agree that all information is correct for guests staying at the property. Renter also agrees that failure to comply with the rentals' policy may result in eviction without compensation and that they may be charged for any issues that have been set forth by the Terms and Conditions.

Property Name: Hitherside

Arrival Date: _____ Departure Date _____

Name: _____

Phone Number (cell): _____

Drivers License Number: _____ State: _____, DOB _____

Credit Card information: Name on credit card: _____

Credit Card # _____, Expiration Date: _____, CVV _____

Full Names and ages of Guests

Vehicle Information(make/model/yr)

_____	/	_____
_____	/	_____
_____	/	_____
_____	/	_____

By signing this agreement, I have read and fully agree to all of the above policies.

Print Name on Reservation

Signature of name on reservation

Signature date