



MENTONE VACATION RENTALS

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16263 County Rd. 89 Mentone, Al. 35894

**Tree House, General's Lodge, Birds Eye View, Hideaway Lodge, Patriot's Pointe, The Estate,
Eagles Perch, Rock Haven, The Boulders, Lookout Mountain Retreat**

VACATION RENTAL CONTRACT

This vacation rental contract is a legal agreement between Mentone Vacation Rentals, also referred to as the "Homeowners" and "Owner" and "Landlord" and "Property Manager") and you, the Renters (also referred to as "Tenants" and "Guests"). This contract is entered into agreement as of the date when the Renters place their reservation online and the reservation is screened and accepted by the Homeowner. The Homeowner will notify the Renters by email or message via listing platform when their reservation is accepted. Owner reserves the right to refuse service to anyone.

Payment Policy:

In order to book and hold your reservation, we must receive the deposit and signed rental contract. The deposit of 50% of the rental total is due on acceptance of this contract by the owner. Our system will split the remaining payments up for you automatically upon booking.

Additional Fees that may apply upon your reservation:

\$100/250 refundable damage deposit required upon booking.

\$65 pet fee (& agreement) + \$20 for additional pet

\$5 per night wifi fee

If damages exceed the \$100/\$250 deposit, guests are expected to reimburse us for the damage.

Deposits will be refunded within 12 days of checkout. Once the refund is initiated- payments sometimes take up to 48 hours to post to your account. :) We appreciate your patience!

Cleaning & Linen Service Policy:

The home is provided with pillows, linens, blankets, towels, kitchen towels, comforters, hand towels & washcloths for the duration of your stay including extras located in closets. A cleaning service to clean the house and linens on your departure is included on your invoice. You are responsible that all debris, rubbish and discards are placed in plastic bags and transferred to the large trash cans and soiled dishes and cooking utensils are placed in the dishwasher and cleaned. Homes with no dishwasher, please thoroughly clean in hot water with provided detergent and return to cabinets. Linens, blankets, pillows, bedspreads, comforters and towels are provided.

The home is provided with 2 rolls of toilet paper per bathroom & 2 rolls of paper towels, laundry detergent for homes with washer/dryer and dishwasher pods for homes with a dishwasher. **If extra items are needed, guests may need to replenish their own paper goods, toiletries, & laundry detergent, etc.**

Rental Agreement:

We, the Renters (also referred to as "Tenants" and "Guests") agree to the following:

- 1) PAYMENT DUE - All rental monies are due according to the payment schedule disclosed under "Payment Policy" above on reservation acceptance.
- 2) CANCELLATION less than 30 days before check in the renters will not receive any refund. Less than 60 days before check-in, Renters will receive a 50% refund on the total rental. Cancellation 60 days or more prior to check in, renter will receive a full refund. The total rental includes all charges on the paid-in-full invoice. EARLY DEPARTURE - There are NO REFUNDS for EARLY DEPARTURE.
- 3) HURRICANES & TROPICAL STORMS - There are NO REFUNDS for hurricanes, tropical storms or weather conditions, even if a mandatory evacuation is ordered (optional travel insurance is offered for Renters protection or Renter may obtain through a third party. Renter ASSUMES THE RISK).
- 4) CONDITION OF PROPERTY: Owners have, to the best of their ability, given an accurate description of the property and its condition. Guests understand that it is considered a reserved "sight unseen". Our cleaning staff will have cleaned it before your occupancy. All electrical, plumbing and appliances should be in working order. The failures of operation of certain extra amenities, such as TVs, cable, games, or the Internet and WiFi service are not a basis for any refund. Owner will make every effort to have these items repaired but does not guarantee that they will be repaired during Guests occupancy. When you arrive, if you find that the house has not been cleaned to

normal standards please notify the Owner immediately. We will do our best to have tradesmen attend to the problems but may not be able to fix everything over holidays and weekends. Under no circumstances will any of the rental money be refunded or returned because of the condition of the house. The Guest agrees to hold the Owner harmless from any liability for the condition of the house. These are extreme examples and our 5 star reviews will assure you that we expect that you will arrive to a 5 star experience.

5) CLEANING & REPAIRS: All homes have cleaning included in the total rent. Guests agree to keep house, furniture and furnishings in good order. Removing, adding or changing furniture without the Owner's written approval shall be deemed a material breach of this Rental Agreement, and is strictly prohibited. Guests are responsible for the cost of replacement of any damage to furniture or premises and replacement of missing items. Under no circumstances can any furnishing or linen be taken outside.

6) ENTRY OF PREMISES: With Guest's permission, which is hereby given, Owner or Owner's representative may enter the premises during reasonable daylight hours without securing prior permission from Guest, but shall give Guest notice of such entry immediately prior if possible and immediately thereafter. For inventory and maintenance purposes a property management employee of the Owner may need to enter the premises. The same permission procedure applies as above. In any emergency, Owner or Owner's servicing agents may enter the premises at any time without the permission of Guest for the purposes of making repairs to alleviate such emergency. If Guest abandons or vacates premises, Owner may, at his option, terminate this agreement, re-enter the premises and remove all Guest's property.

7) ACCIDENTAL DAMAGE INSURANCE/DEPOSIT - Renters have been charged a minimal deposit against any damage intentional or accidental that may happen during your stay. Renters are fully responsible for any damage that they create. If damage exceeds the damage deposit, renters will be billed and held accountable. Renters can purchase travel insurance and accident insurance through a third party if they choose.

8) USE OF EXTRAS - Every bed, to include futon and sleeper sofa, will have a set of linens available. The owner will make available extra towels and linens to handle unusual circumstances. Please if you use the pullouts, remove the sheets and add to your soil linens. Restore the bed to sofa position free of dirt, crumbs, etc.. Any unused beds will be left as found. Leave used beds unmade and used towels on the bathroom floor or laundry room.

9) ASSUMPTION OF RISK: Renters will hold the Owners harmless from any and all bodily injury and/or property damage incurred on the property arising out of Renters' negligent acts or omissions. See disclaimer below.

10) CHILD PROOFING: Guest understands that some special efforts have been made to “childproof” this house, but renters accept the risk or harm to any children we allow on the property. These risks are not limited to, but include, adjacent streets, cleaning supplies in the house and plants in the house, patios and decks, boulders, plants that might be poisonous if ingested, wildlife.

11) FURNITURE: All **furniture must be returned to its original location** on Guest's departure or an additional charge will be made.

12) MISSING ITEMS - Renters will be charged for any missing items reasonably attributable to Renters and not returned after notification. The cleaning service performs an inventory/survey of the property after Guests depart and notifies the Owner of any missing items. Owner will notify guests in the event that items were inadvertently taken, and provide guests the opportunity to return the missing items.

13) USE OF SECURITY CAMERAS - Renters understand and accept that the property may be protected with outside security cameras. These cameras are used to protect the property from potential break-ins and theft. There are **NO** cameras inside the house.

14) PERSONAL PROPERTY: Guest understands that any personal property of and used by Guest is not insured by Owner and Owner shall not be responsible for any lost, stolen or missing property of the Guest or property of Guest left after check out.

15) KEYS - Lost keys will incur replacement costs of \$25.

16) WEATHER CONDITION: Guest understands that Owner has no control over the condition of the weather and cannot be held liable for any changes to weather conditions or any closing as ordered by any official agency.

17) NO PARTIES - This is not a party house. The Renter must be 21 years of age to book this Rental. Any special occasions such as weddings, receptions, family reunions or increase of occupants (guests not registered on registration form) must be disclosed at the time the reservation is made and is subject to Owner's advanced approval. Prom parties, fraternity or sorority parties and graduation parties are not allowed at any time. Adults cannot rent property on behalf of underage guests, no exception.

18) NON-SMOKING - This is a NON SMOKING property. Evidence of smoking, such as the smell of cigarette or cigar smoke inside the home by the cleaning crew is sufficient basis to charge the renter for smoke cleanup and removal from carpeting, AC ducts & filters and furniture. This type of clean up is expensive and Renter is Liable for the deep

cleaning Costs incurred.

19) PETS ALLOWED. If you bring a pet(s), and any damage is done to the property by result of pet action, the renter will be held liable and financially accountable. All pets must be up to date on shots, current vaccinations, and must be on flea, tick, and heartworm preventative medication. Pet must be registered and fees paid.

20) MAXIMUM OCCUPANCY -Maximum occupancy, as listed on the website, must be adhered to.

21) PARKING – Parking is located at the property. Owner is not liable for any damage done to the vehicle while on premises.

22) SUBLETTING: Guest is not authorized to let or sublet all or any part of the premises nor assign the lease or any interest in it without the prior written consent of the Owner.

23) CHECK-IN & CHECKOUT - Guests must adhere to listed Check-in and Checkout times on the website. Guests may arrange for extra nights in advance to avoid any late checkout fees. Extra nights are charged at the daily rate and may be granted if available. If Guests are not present when cleaning crews arrive and have left their possessions in the house, cleaning crews will collect their possessions and remove them from the premises in order to prepare the unit for incoming guests and Guests will be charged \$150 for this service. PLEASE checkout promptly, the cleaning crews have a very short time window to prepare the unit for new guests.

24) CHECK-OUT PROCEDURES - Renters are responsible to complete the check-out procedures listed on the listing platform and the home is left promptly at 11am, the time of check out.

25) HOLDING OVER: Guest understands, and is hereby put on notice that any unauthorized "holding over" of the property past the stated rental period could severely jeopardize Owners business and cause loss of rental income from other previously booked guests, temporary and/or permanent loss of business, goodwill and reputation and, among other things, could force Owner to breach an agreement with similar short term summer and winter recreational Guest(s) who may have reservations during Guest's unauthorized "holding over" period. In the event, Owner may be legally liable in damages to said other guests. Guests should be aware that unauthorized "holding over" has been construed as a factor in establishing "malicious continuing occupation" of rental property, which may entitle Owner to treble damages in any unlawful detained action. Guest also recognizes the unauthorized "holding over" could be grounds in court as a cause of action for intentionally interfering with Owner's prospective business advantage. In addition, we will charge \$100.00 an hour past 11:30 a.m. on the

day of check out.

26) RELATIONSHIP OF PARTIES: It is specifically agreed and understood that the relationship between the parties herein shall be deemed to be of proprietor and lodger or Guest as opposed to a relationship of landlord/tenant. Guest specifically waives and make inapplicable to this lodging the provisions of State landlord/tenant Law.

29) REMEDIES: In the event of a default to the Rental Agreement, particularly, but not limited to Guests unauthorized "holding over" or those acts mentioned above in this agreement, and in addition to all other rights and remedies Owner may have at law, Owner shall have the option, upon written notice or as the Law may hereinafter provide, Owner may immediately re-enter and remove all persons and property from premises. In such an instance, the Rental Agreement will be terminated, and

Owner shall be entitled to otherwise recover all damages allowable under the Law. The Guest, as part of the considerations of this special rental, in recognition that this property is booked in advance by other Guests throughout the year, hereby waives all claims for damages that might be caused by Owner; re-entry and taking possession of premises or removing or storing property as herein provided, and will hold Owner harmless from loss, costs and damages occasioned thereof, and no such re-entry shall be considered or construed to be a forcible entry as defined in the State Code of Civil Procedure or other similar statutory provisions. Further, if for any reason Owner is unable to deliver possession of the premises to Guest at the commencement of the term specified in the Rental Agreement, Owner shall refund amounts paid by Guest, but shall not be liable for any other damages caused thereby.

30) ATTORNEYS FEE/DEFAULT: If any legal action or proceeding (including default, non payments, etc.) arising out of or related to this Rental Agreement is brought by either party to this Rental Agreement, the prevailing party shall be entitled to receive from the other party, in addition to all other relief that may be granted, the reasonable attorney's fees, costs and expenses incurred in the action or proceeding by the prevailing party.

31) INDEMNIFICATION: Guest agrees to indemnify and hold harmless Owner for any liability arising before termination of this Rental Agreement for personal injuries or property damage caused by the negligent, willful or intentional conduct of Guest(s). This indemnification agreement does not waive Owner's duty of care to prevent personal injury or property damage when that duty is imposed by law.

32) PRIOR AGREEMENTS: No prior agreement or understanding not contained in writing herein shall be effective. Furthermore, Owner, other than what is specifically written and set forth herein, makes no other or further representation regarding the

nature, character and quality of the premises to be rented, and no representation shall be deemed to exist or be material unless and until it is reduced to a writing and signed by the parties. This Rental Agreement may be modified in writing only, and must be signed by the parties in interest at the time of the modification. It constitutes the entire agreement of the parties. If any provision in this contract held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

33) FORUM SELECTION, JURISDICTION, LAW AND VENUE– The parties agree to the exclusive jurisdiction and venue of the District Court of the State in which the property resides for the property location’s specific County and/or Municipal court for the city in which the property is located for the resolution of all disputes arising under this Agreement.

The sole and exclusive venue (i.e. place where lawsuit may be filed) for any legal proceedings shall be in the County of which the property resides. Guest expressly waives any other right or privilege with respect to the election of venue or court (i.e. state or federal) and location of the venue of action. GOVERNING LAW – It is expressly agreed that this Agreement shall be governed and construed by the laws of the State of which the property resides only, irrespective of the state of residency of Guest.

Disclaimer:

Renters understand that the Homeowners are not responsible for any personal injury caused by slipping on wet pavement or surfaces, and that tenants are responsible for exercising care when surfaces are wet or slippery due to weather or use of hoses to wash down areas, and further, that the homeowners are not responsible for any personal injury or loss or damage to tenants’ property caused directly or indirectly from foul, inclement weather conditions, Acts of God or nature, failure of heat, accidents related to fire, heaters, stoves, tenants’ failure to take adequate precautions around wet areas, or any unforeseeable circumstances.

Under no circumstances will Tenants or their guests hold the Owners of the Vacation Rental responsible for any damages or claims of any kind resulting from their stay, except for intentional acts of harm.

This agreement and disclaimer applies to Renters and all guests in the Renters’ party.

I, the Renter, have read, understand, agree to, and will abide by this rental agreement and all conditions stated herein.

Payment Agreement

We will process your credit card payment promptly. If your credit card is not valid, your reservation will not be accepted.

House Rules

Information will be sent to you prior to your stay.

Laundry Instructions

If applicable to your unit: Laundry is yours to use; we just ask you to clean the lint trap after each dryer is used.

Cleaning Instructions

We would just ask that you put the garbage in the cans, consolidate dishes in the kitchen (use dishwasher if one is provided), and put any used towels in the hamper.

Directions

Can be found easily through any GPS app. Please have your key code with you.

Please verify the best phone number to reach you during your stay & an alternate phone number

() _____ - _____

() _____ - _____

How many cars will be traveling with you? _____

Registration is not completed until:

1. Above agreement completed and submitted
2. Copy of your license email to: cfguesthospitality@gmail.com
3. Deposit /payment processed
4. all fees, deposit, and payments processed.

Thank you.

Jennifer Davis

Reservation Coordinator