

## CREEKSIDE PROPERTIES, LLC - Terms & Conditions

The following terms and conditions shall apply to all rentals by Creekside Properties, LLC, (hereinafter referred to as "Owner") and shall apply to the person or persons who rent or makes arrangements to rent property owned by Creekside Properties, LLC (the "Property") and any guests or invitees of such person or persons.

The parties to the Agreement subject to these Terms and Conditions are Owner and Renter(s), (collectively the "Parties") including the Renters' guests and invitees, who are identified by email or by the Guest Information Sheet which is attached hereto and incorporated herein by reference as if set forth word for word.

Renter(s), by their acceptance and payment herein acknowledge that they have fully read and understand these Terms and Conditions and agree to be bound hereby.

The Parties agree as follows:

### I. IMMUNITY FROM AND WAIVER OF LIABILITY

Owner disclaims and shall not be responsible for any tort liability, whether bodily injury or personal property damage suffered by Renter(s) upon the Property. Renter(s) hereby understand, agree and accept that Owner makes no promise, covenant or warranty to indemnify the Renter(s) from personal bodily injury or personal property damage that occurs on the Property. Renter(s) have read and understand that the aforementioned Property is located in an area that is wilderness, and the terrain or topography may be treacherous or dangerous, Renter(s) accept such risks. Renter(s) have chosen to rent the Property knowing it to be located in such a wilderness area and hereby accept any risk that comes with falling, slipping, or any other injury that may occur due to the nature of the terrain or topography.

Renter(s) further have read and understand that the aforementioned property is located in close proximity to water and know and understand any and all risks associated therewith, particularly those risks associated with the presence of children. Owner disclaims and will not be liable for any personal injury or property damage that occurs to Renter(s), their guests or invitees, resulting from the use of the property or any negligence, recklessness or intentional acts of Renter(s), their guests or invitees.

Renter(s) further understand that the properties known as Creekside Cabin and Buffalo River Retreat have loft stairs/ladder, which are steep and understand any and all risk associated therewith. Owner encourages Renter(s) and their guests to use loft stairs as if climbing a ladder meaning always facing the stairs whether traveling up the stairs or down the stairs. Owner disclaims and will not be liable for any bodily injury or property damage that occurs to Renter(s) or their guests with the use of the loft stairs.

Renter(s) agree to release, indemnify, and hold harmless Owner, its members, Managers, their representatives, employees, agents and assigns, from and against any injury or damage that may be

incurred or suffered by Renter(s), their guests or invitees, as a result of any condition upon the Property or any act(s) or omission(s) which may result in such loss, damage, destruction or injury to the persons or property of Renter(s), their guests or invitees.

**BY THEIR MAKING PAYMENT TO CREEKSIDE PROPERTIES, LLC, RENTER(S) AND THEIR GUESTS VOLUNTARILY AGREES TO THE ABOVE TERMS AND ASSUMES THE RISK OF ANY AND ALL DAMAGE TO HIS/HER PERSON OR PROPERTY WHILE ON OR ABOUT THE PROPERTY OF OWNER.**

## II. DOWN PAYMENT

Renter(s) will be financially responsible for any damage to the Property and its contents (absent normal wear and tear) during the period of their occupancy. A down payment in the amount of fifty percent (50%) of the agreed upon rental price is due within twenty-four hours from the time the reservation is made. The remainder of the balance shall be paid a minimum of thirty (30) days before the check-in date (which is the date the Renter(s) will occupy the premises described herein). Down payments shall be made payable to Creekside Properties, LLC by any means accepted, although paying by check or e-check is preferred.

Owners will conduct an inspection of the Property and its contents following Renter(s) departure. If damage has occurred or if extraordinary cleaning is necessary, Owner shall notify Renter(s) as soon as is possible. In the event of damage or extraordinary cleaning costs, Renter(s) shall be fully responsible for such costs and shall receive written notice with an invoice and Renter(s) shall pay, within thirty (30) days of the receipt thereof, such amount to Creekside Properties, LLC.

If damage occurs during occupancy, Renter(s) shall promptly notify Owner of such damage. If Renter(s) pay by credit card, Renter(s) hereby agree that Owner shall charge to such credit card placed on file with Owner the amount of any damage or loss suffered by Owner during Renter(s) occupancy. The amount of the Security Deposit is made a portion of this Agreement and these Terms and Conditions as is set forth by payment thereof by the Renter(s) and shall be made a part hereof by reference as if set forth word for word.

## III. RESERVATIONS

Renter(s) and Owner have agreed to specific dates for Renter(s) to have occupancy to the Property described herein. Owner shall be responsible to have such property ready for Renter(s). Renter(s) shall be responsible to arrive at the agreed upon times and to vacate the property by 10:00 a.m. on the day of departure. Anyone not vacating property by 10:00 a.m. will be subject to an additional night's rent. The agreed upon dates are set forth through email or by any other writing containing such dates and are made a part hereof by reference as if set forth word for word. If the number of guests listed and paid for on the reservation changes, the Renter shall notify the Owner and the difference in rent will be adjusted for the payment or credit of the extra guests. Renter acknowledges that the difference can be deducted from the Damage Deposit. If a credit is due, the Owner will write a check to the Guest or send

a refund through VRBO or Paypal.

Seven days prior to Renter's reservation, Owner shall send to Renter(s) directions to the rental property and any security code to access such property.

#### IV. CANCELLATION OF RESERVATION

Should Renter(s) cancel the reservation within thirty (30) days of the date agreed upon, the Renter shall be entitled to a full refund (less \$25 for processing fees) of any and all payment of the rental. Should Renter(s) cancel the reservation within twenty nine (29) days or less of the date agreed upon, the Renter shall be responsible for full payment of the rental. Renter agrees, acknowledges and understands by making such reservation that Owner has removed the agreed upon time from the market for other potential renters, reserving such time for Renter(s) pursuant to Renter(s) promise to occupy property and pay for such occupation. Cancellation of the reservation by the Renter(s) within twenty nine (29) days of the date agreed upon makes the ability of the Owner to re-let the same property difficult, thus Renter(s) acknowledge and agree to make full payment should Renter(s) cancel within such time period. No refunds will be issued for weather, road conditions, family matters or medical reasons.

#### V. MAXIMUM OCCUPANCY

Renter(s) acknowledge and understand the maximum occupancy of the Property known as Creekside Cabin is six (6) people, Firefly Cottage is five (5) people, and Buffalo River Retreat is seven (7) people. A fine of hundred dollars (\$100.00) per night will be incurred for exceeding such occupancy requirements and will be deducted from the Damage Deposit.

#### VI. USE OF RENTAL PROPERTY

Renter(s) shall occupy and use the Rental Property in a manner that shall not disturb or offend neighbors of the Property. Renter(s) who violate these Terms and Conditions or act in a manner disturbing or offending other persons may be asked to vacate the property immediately. Renter(s) shall occupy and use the Property in accordance with all laws and shall not violate any laws during their occupancy.

#### VII. SMOKING PROHIBITED

Renter(s) acknowledge and understand that smoking of any kind is not permitted in or on the premises of the Property. Renter(s) will be charged an additional one hundred dollars (\$100.00) for violation of this Term.

#### VIII. PETS PROHIBITED

Renter(s) acknowledge and understand that pets are not permitted on the Property. The damage/security deposit will be forfeited for violation of this term.

#### IX. REPAIRS

Renter(s) hereby acknowledge understand and agree that Owner, or any agent thereof, may enter the

Property for the purpose of making necessary repairs and/or maintenance in and around the Property. In the event Renter(s) observe or become aware of any equipment, appliance or other portion of the Property in need of repair Renter(s) shall immediately notify Owner.

#### X. FIRES

Renter(s) acknowledges and understands that no fires shall be lit in any of the fireplaces at the properties known as Creekside Cabin and Buffalo River Retreat. The lighting of the tea candles provided in the fireplace is accepted.

#### XI. FIREARMS, FIREWORKS, ATVs

No discharging of firearms of any kind on the property. No fireworks of any kind are permitted on the property. And, no ATV's are allowed on the property except on a trailer for transport to other locations. The damage deposit will be forfeited for violation of this term.

#### XII. PARTIES OR SPECIAL EVENTS

No parties or special events are allowed on the premises of any of the properties owned by Creekside Properties, LLC. Only registered guests are allowed in or on the property, unless prior approval is given.

(Renter(s) may provide this information via telephone, email or other form of transmission)

RENTER(S)

Name:

Additional Guests:

Address:

City:

State:

Zip Code:

Telephone:

Owner: Creekside Properties, LLC

(Renter(s) may provide this information via telephone, email or other form of transmission)

Check In Time: 3:00pm

Check Out Time: 10:00am

(Parties may agree to these dates and times by telephone, email or other form of communication that, if written binds them to the rental period)

PLEASE [CONTACT US](#) IF YOU HAVE ANY FURTHER QUESTIONS.