



Nights:

Dates:

Rent:

Tax:

Housekeeping: \$85

Total:

Rental Terms and Conditions for Cross Timbers Lodge

Dear

Thank you for choosing Cross Timbers Lodge for your Branson getaway vacation. We have worked hard to create a fabulous vacation home for you and your family, and hope you will stay with us again and again. In drafting the following rules, we kept in mind your safety, enjoyment and the legitimate function of the log cabin home you will enjoy.

This rental agreement is made on this _____ day of _____ 20____, between you, _____ **and your party**, as Renter(s) and Darin & Dana Lauer, as owners, agents. Owner agents agree to rent to the Renter(s) the premises located at 161 Oakmont Hills Dr, Ridgedale, MO, 65739 for the period of 4 nights. Check-in is at 3:00 p.m., _____ and check-out is 11:00 a.m., _____. Renter agrees to pay agent the sum of \$_____; which includes all taxes and customary cleaning.

RENTAL PAYMENTS: A 30% or \$_____ deposit of rent amount is due within 10 days of making your reservation. **Final balance** of \$_____ for rent, tax and customary cleaning is **due no later than 14 days before arrival**. If booking within 30 days of arrival, the total amount is due within 10 days of booking or before check-in, whichever is sooner. **Checks should be made payable to Dana Lauer** and sent to Cross Timbers Lodge, P.O. Box 2081, Claremore, OK 74019.

Phone: Darin & Dana Lauer (owners): 918-695-6084

SECURITY DEPOSIT: In the interest of making your vacation affordable, owner/agent has elected not to collect a cash security deposit in advance. However, valid credit card information is required and will be kept on file. Cross Timbers Lodge is inventoried before and after every occupancy. By signing this contract, the renter(s) assume full responsibility for any items damaged or missing, except in the normal wear and tear reported to us within 24 hours of departure. In the event damaged or missing items are discovered, owner/agent will notify renter(s) as soon as possible. Renter(s) agree to pay such damage upon receipt of notification.

Signature of renter: _____

CHECK-IN PROCEDURE: Check-in is 3:00 p.m. or later. No check-in will be permitted until your rental account has been paid in full. The cabin door is equipped with a keyless entry system. The code will be given a few days (usually 3-5) before check-in, unless other arrangements have been made.

RESCHEDULING / CANCELLATIONS: If you should need to reschedule or cancel your reservation, please notify us immediately in writing at:

Cross Timbers Lodge, c/o Darin Lauer, P.O. Box 2081, Claremore, OK 74019.
Cancellations made 31+ days before the scheduled arrival date are subject to a \$100.00 administration fee. Every effort will be made to re-rent the property. Once the property has been re-rented for the same time period as your original reservation, your advance payment will be refunded less the \$100.00 cancellation fee. During peak times it may not be possible to reschedule. All cancellations made 30 days before the scheduled arrival date will lose the full deposit of \$_____. All cancellations made within 10 days of scheduled arrival will result in a loss of the full payment.

Please note: In the event of a short notice cancellation which results in the loss of full payment refund, owner/agent will consider discounting a future stay.

Please Note the Following Very Important Restrictions for Cross Timbers Lodge: You will be asked to vacate immediately, with no refund if any of the following rules are violated during your stay.

- **NO PETS**
- **NO SMOKING INSIDE**
- **NO MORE THAN 10 OCCUPANTS**
- **MUST BE 25 YEARS OF AGE OR OLDER TO RESERVE THE UNIT AND BE PRESENT THE ENTIRE STAY**
- **RENTAL OBTAINED UNDER FALSE PRETENSE (NO FRATERNITIES OR SORORITIES)**

- **NO HOUSE PARTIES OR RECEPTIONS**
- **NO FIRECRACKERS OR FIREWORKS OF ANY KIND**
- **NO CAMPERS, TRAILER OR MOTORHOMES TO BE USED OR OCCUPIED AS ADDITIONAL LIVING QUARTERS**

LINENS: For your convenience, beds are made (sheets and pillow cases). Extra sheets/blankets for the sleeper sofas are provided for your use as well. A set of towels is provided for each guest and an initial supply of toilet paper, tissue, laundry and dishwashing detergent and paper towels. There is no maid service during your stay, but a broom, dustpan, vacuum plus the washer and dryer are available. You may request maid services during your stay for an additional fee of \$ 85.

Renter initial_____

TELEPHONE: For your convenience, a phone is available inside the cabin. The telephone number at the Cross Timbers Lodge is (417) 544-1243.

CHECK-OUT: Check-out time is 11:00 a.m. You must be vacated from the cabin no later than 11:00 a.m. unless prior arrangements have been made for late check-out.

Keeping in mind that this is a private vacation home, not a hotel room, we ask that you perform a few minor tasks before your departure, (as they have been done for you prior to your arrival):

- Load dishes in dishwasher and START the dishwasher
- Hand wash additional pots, pans and dishes
- Remove all food to take with you, or dispose in trash can
- Make sure hot tub cover is secured.
- Scoop excess ashes from fireplace and/or charcoal grille
- Place all dirty towels, washcloths and hand towels in bathtubs.
- Strip the beds and put dirty linens in the bath room.
- Take out garbage
- Text cleaning person @ 417-249-0226 with cabin "# 12" & your name to let her know you are leaving.

ADDITIONAL DISCLOSURES:

1. **It is expressly understood and agreed that neither the owner of said premises, or agent shall be liable for any damages or injury to renter(s), their family, or guests or to the families' property from whatever cause arising from occupancy of said premises by renter(s). It is understood that the owner or agent shall not be responsible for any personal property left by renter(s) or guests.**

Signature, please _____

2. Every effort has been made for accuracy in our advertising, including our listing on VRBO and other vacation rental web sites; however, we are not responsible for errors or omissions. Rental data is subject to change without notice. Rental terms and conditions are subject to change.
3. Please note that no refunds are given due to weather, appliance or utility failure. For repairs and maintenance, every effort will be made to remedy any problems that may arise in as timely of a manner as possible. You can expect a courteous and professional attitude to problem solving, but no refunds will be given. Please make every effort on your part to remedy the situation. Unusual and unnecessary service calls will be billed to the renter(s). The only exception to a refund is due to a mandatory or voluntary evacuation.
4. The owners may earn interest from your funds on deposit.
5. Guest authorizes management personnel access to Cross Timbers Lodge to verify that all terms of agreement are complied with, or to do necessary maintenance.
6. There will be a \$30.00 charge for returned checks.
7. Posted Oakmont Hills Resort and Golf Course rules and regulations are to be followed.

Renter(s) initial ____

Statement: I certify, under penalty and perjury, that I am 25 years of age, or older, and I am the holder of the credit card account or checking account used for rental and/or deposit. I fully understand and agree with all rental conditions from page 1 to page 6 listed in this agreement, and authorize Darin & Dana Lauer to debit the initial deposit and other applicable charges from the credit card account or checking account submitted by you, the renter. In case of default by renter and non-collection by Darin & Dana Lauer, guest agrees to pay for all court costs, attorney fees and all collections costs.

I understand this is a legally binding instrument. All information given is true.

First Name: _____ Last Name: _____

Driver's License #: _____ State: _____

Address: _____

E-mail: _____ Phone#: _____ Cell#: _____

Place of work: _____ Work #: _____

Date of Check-in: _____ Date of Check-out: _____

Checking Account #: _____

Credit Card #: _____ Exp: _____ Security Code: _____

Name as it appears on Credit Card: _____

Please list all other guests staying at Cross Timbers Lodge:

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

INSTRUCTIONS AND TIPS FOR ENJOYING THE FIREPLACE

Our fireplace is, of course, a very popular feature of our vacation home. There are a few things we'd like our guests to know so that you get the maximum enjoyment out of it.

The fireplace is designed to warm our 1500 square foot home. It is not an exceptionally large fireplace. When burning a fire, please keep the logs toward the back of the grate. Also, do not start a large fire. We've found that if the fire is too large or the flames are too near the front screen, some smoke can be drawn into the cabin rather than up the chimney.

There are wood logs provided at the cabin. You are free to use them. However, we recommend using a duraflame or similar manufactured logs. We have found that they tend to burn longer, and heat up more quickly. Again, the fire must be hot enough to draw the smoke up the chimney, and not into the cabin. As an added bonus, duraflame logs create much less ash residue, making fireplace clean-up easier. Please remember to scoop out the ashes as needed in the bucket provided.

We do appreciate your care of our vacation home – Now curl up by the fire and relax!

INSTRUCTIONS AND TIPS FOR ENJOYING THE HOT TUB

Our hot tub is ready and waiting for you enjoyment. It is one of the most popular features of Cross Timbers Lodge. There are some facts you should know about the hot tub to make your stay more enjoyable.

The hot tub pump will kick on periodically to circulate, filter and heat the water. It will activate automatically. You do not need to do a thing. It will do this even while the hot tub cover is on. This is completely normal. The water level will be filled to the proper amount upon your arrival. Please take care not to splash too much water out, or be tempted to add more water. Altering the amount of water in the hot tub can disturb the chemical balance.

Please carefully remove the hot tub cover when you are ready to enjoy it, and remember to replace and secure the cover after your relaxing soak. The cover **MUST** remain on the hot tub when not in use in order to maintain the temperature.

Please remember that **NO** suds of any kind, oils, or food are allowed in the hot tub. There is a hose next to the hot tub to rinse any excess sand that may be tracked in on your feet. This is very important as all these things affect the filtering system.

When the rules are respected, the hot tub remains sparkling clean and ready for your enjoyment. Draining and cleaning out the hot tub and filter system is very time consuming and costly. Also, after refilling the hot tub it can take 24 to 36 hours to reheat. Obviously this would not make for a pleasant arrival for our next guests. Therefore, please note: If the hot tub requires drainage for proper cleaning after your stay, we must charge a fee of \$200. We appreciate your understanding of the hot tub restrictions.

Now, relax, and soak your cares away!

I have read and understand the hot tub recommendations and rules.

Signature of lead renter required: _____

SWIMMING POOL DISCLAIMER

I fully understand the potential dangers that swimming pools present to infants, children, teenagers, and adults, and I fully understand and agree to abide by the SWIMMING POOL RULES listed below.

I agree to hold the property owners/management/individual cabin owners completely harmless against any and all liability, loss, damage or expense, including, without limitation, attorney's fees and cost of litigation, resulting from any and all swimming pool accidents or incidents occurring at the property.

I agree to keep the door of the gate that opens to the pool area closed at all times. I also agree an adult must be present to supervise any children or teenagers in the swimming pool area.

I agree to NEVER leave a child or teenager unattended on the property.

Swimming Pools can be extremely dangerous for unsupervised children and teenagers, as well as adults swimming alone. Swimming pool accidents can happen to anyone, regardless of swimming ability, therefore we require that the following rules are strictly adhered to:

SWIMMING POOL RULES:

1. All children and teenagers, regardless of swimming ability, are to be constantly supervised by an adult that can swim and is able to jump into the pool to assist a child in danger of drowning.
2. Keep a phone nearby to call 911 in the event of any swimming pool accident. All adults must know the house address.
3. Swimming alone is not permitted, regardless of swimming ability or age.
4. Don't leave any toys in the pool when the pool is not in use. Toys are an invitation for children to explore an unattended pool.
5. No running or jumping around the pool area is permitted.
6. No horseplay is permitted.
7. Be familiar with pool rescue protocols.
8. Be familiar with emergency CPR.
9. No glass items are allowed in or near the pool.
10. Alcoholic beverage consumption is NOT permitted in pool area. Persons under the influence of alcohol must not enter the pool.
11. Please notify us of any potentially dangerous pool or backyard condition that may be present.
12. For sanitary purposes, we respectfully request that all children that are not fully potty-trained wear swim diapers.

I fully understand everything outlined above, I agree to abide by all swimming pool rules, and I agree to be bound to all terms listed above.

Signature: _____

Printed name: _____

date _____

