

AUSTIN LAKE CABIN USE AGREEMENT

Cabin: _____ Date: _____

Renter’s Name: _____

This agreement constitutes a contract between the cabin guest(s) and Austin Lakes, Inc. Guest acknowledges and understands that by signing this agreement, he/she states that he/she has read and understands, will follow the written policies provided within, and agrees to all statements included within. Guest(s) agree to leave the property in the same condition in which it was originally rented and agrees to follow all rules, verbal & printed.

- 1. AGES: At least one guest must be 21 years of age or older and registered and will be in charge of the cabin and guests throughout the rental period.
- 2. CLAIMS: I agree to indemnify and hold harmless Austin Lakes, Inc., its staff, agents and employees from all claims, damages, losses, injuries and expenses arising out of or resulting from rental or usage of equipment or the facility.
- 3. GUEST COUNT: Guest agrees that the premises shall be occupied by no more than the number of people paid for and registered. No tents are to set up. Absolutely no unregistered overnight guests are permitted. Occupancy by more than the stated number of guests will result in the termination of the rental and forfeiture of all rental fees, and deposits. Daily visitors are fine but they must leave park by 11:00 pm.
- 4. **CABIN CHECK-OUT/CHECK-IN TIME: Check-in time is 3:00 pm.** Check out time is 12:00 noon. Housekeeping needs adequate time to prepare for the next guest. Guests leaving later than the stated checkout time will be assessed an additional charge.
- 5. **EARLY DEPARTURE/LATE ARRIVALS:** No refunds will be made for early departure or delayed arrivals. No refunds or reservation changes can be made for any reason, including inclement weather, work schedule changes, sickness, or other unforeseen issues.
- 6. **PROPERTY DAMAGE:** Cabin guest understands and acknowledges 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, abuse or irresponsibility.
- 7. **NO SMOKING: All cabins are non-smoking.** If it is found that that any member of the rental party, or guest of the rental party, has smoked inside the cabin, or on the porch, **your entire security deposit will be forfeited.**

8. **QUIET HOURS:** Quiet hours begin at 11 pm. All children must be back on site. You may talk quietly after 11 pm as long as you are not disturbing any neighbors. Music must also be turned down.

9. **BEHAVIOR:** Your guests are your responsibility. If you cannot be sure of their behavior do not include them in your plans. No loud arguing, swearing or other undesirable behavior is allowed. Eviction is possible.

10. **ALCOHOL:** Alcohol is permitted in moderation. No hard liquor. No one under 21 is permitted alcohol. This is a family oriented park & under no circumstances is alcohol to be the main focus. Recreational drugs not welcome under any circumstances. Law enforcement could become involved.

11. **GRILL/FIRE RING:** Each cabin is equipped with a fire ring and a charcoal grill. Firewood is available for sale or you may bring your own. Use only charcoal lighter fluid or fire starters to start fire. Do not take firewood from other campsites.

12. **NON-PET FRIENDLY CABINS:** No pets are to be on porch or inside cabin. If a pet belonging to any member of the rental party, or guest of the rental party, is found to be in the cabin, or on the porch, of a non-pet friendly cabin, guests will be removed from the property and the full rental fee and the deposit will be forfeited and any damage done by said pet shall be the renter's financial responsibility. Rocky Raccoon Cabins, Keyhole Cabin 2, and Eagle Cabins are not pet friendly.

13. **PET FRIENDLY CABINS:** Three cabins will be designated pet friendly for service dogs, seeing-eye dogs or personal pets. Please cover any furniture or bed with a sheet or blanket if pet gets on the furniture. Clean up lot and cabin thoroughly. Pet friendly cabins are the Train Cabin, Great Blue Heron (ADA) Cabin and Keyhole Cabin 1.

14. **SERVICES:** Austin Lake will not be responsible for any interruption of service due to power failure or weather events. This is a naturally occurring event. In the case of interruption of water service, we will do all that is humanly possible to remedy the situation.

15. **LOSS OF PERSONAL ITEMS:** Cabin guests acknowledges and understands that each guest is solely responsible for any loss by any person, while in residence including loss of money, jewelry or other personal items. We will do our best to return items left behind at the guest's expense.

16. **HOME FURNISHINGS/EQUIPMENT:** Do not take any indoor furniture or chairs outside on the porch or grounds. Dishes, mugs, glassware, utensils may be used outside but under no circumstances may pots, pans, skillet, etc be used over a fire. When packing up to leave, make sure whoever is packing is aware of the items that stay with the cabin. Loss of these items, as well as damage other than normal wear and tear will be charged to you. Do not put thumbtacks or staples in cabin woodwork.

17. **KEYS:** All cabin keys must be returned to the office upon your final departure. Please be sure that all doors are locked. Cabin guests are responsible for the cost of non-returned keys.

18. **RISKS:** User understands that the campground/cabin is in a natural habitat with many obvious and hidden dangers, including but not limited to falling limbs, poison ivy, sun exposure, lake, ponds, creeks, weather, wildlife (deer, bees, wasps, hornets, spiders, snakes, raccoons, etc.) and domestic animals. Rental of and use of the campground/cabin is not risk free and there is an exhaustive list of possible injuries, trauma, accidents or even death that may occur and while it is rare and you are not likely to encounter them, they have occurred. User hereby releases Austin Lakes, Inc., its shareholders, management and employees for any present or future claims, **INCLUDING A CLAIM FOR NEGLIGENCE**, for property damage, personal injury or death arising from users' participation in this camping activity.

19. **CHECK-OUT:** Please close all windows, check entire cabin for left behind items & damages. Check cabin inventory. Please clean up any trash, cans, bottles, cups, etc. both inside and outside on the grounds. Take garbage to dumpster. Recycling bins are available. **Wash all cooking utensils, dishes, etc. and put away.** Leave entire site clean. Notify main office upon check-out/departure. And return keys.

SECURITY/DAMAGE DEPOSIT: A \$100.00 security deposit is required at time of check-in. The deposit will be refunded within 14 days of your departure provided no damages or loss of items occurred during your stay and no violations of policies were noted.

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 clean-up requirements, or loss caused by any guest of the cabin to the property or its contents during cabin occupancy. Any damages or violations may result in the loss of all, or part, of the \$100.00 security deposit. We reserve the right to further bill his/her credit card for additional cleaning or repairs.

Signature of Renter: _____

Print _____ *Date:* _____

Security Deposit: _____

Staff Signature: _____

Deposit refunded: Amount _____ Date: _____ Method: _____