

## **GUEST RENTAL AGREEMENT**

**Bottle Bay Resort & Marina makes this agreement as agent on behalf of the Owner and Guest to rent the premises under the Terms & Conditions listed below. Once you have been contacted by Bottle Bay Resort & Marina to discuss your reservation details and finalize your deposit, you agree to the following in its entirety:**

### **RESERVATIONS**

All reservations require a 50% deposit. There is a two (2) night minimum unless prior approval has been given for a one (1) night stay. There may be a different minimum stay requirement during Holiday periods. All bookings require payment of the deposit by credit card. We accept Visa, MasterCard, Discover & American Express. You must be at least 21 years of age to make a reservation. Upon receipt of successful deposit payment, reservation will be confirmed via email. Rates are subject to change without notice and do not include 8% sales and lodging tax, \$30.00 cleaning fee or pet fee if applicable. The published rates for the duplex log cabins are based on occupancy of 2 persons. Each additional person up to the maximum occupancy of five (5) is charged at \$10 per person per night plus tax. Children age five (5) and under are free.

### **CANCELLATIONS**

If your reservation is cancelled for any reason, you will be charged a non-refundable \$35.00 processing fee. Any cancellation prior to four (4) weeks of arrival date will receive a deposit refund less \$35.00 processing fee. Any cancellation within four (4) weeks of your arrival date will forfeit your deposit unless your unit is re-rented, in which case you will receive a refund, less any difference in rental value and a \$35.00 cancellation fee. Guest may choose to apply deposit toward a future stay up to the next calendar year pending availability. Guests are responsible for all nights reserved regardless of late arrival or early departure. There are NO refunds for "NO-SHOW". Bottle Bay Resort & Marina is not responsible for acts of God or other conditions which are beyond Bottle Bay Resort & Marina's control (i.e., weather, temperature, rain, snow, water level, pests, power outages, etc.) and therefore, are not considered grounds for a refund.

### **CHECK IN/CHECK OUT**

Check-in time after 4:00 p.m. The confirmation email you received will have your assigned cabin number and combination to the key lockbox on the railing outside the cabin front door. It is your responsibility to communicate any occupancy changes (including pets). Your balance due will be charged to your credit card during your stay. Check-out time by 10:00 a.m.

### **ACCOMMODATIONS**

All of the properties belonging to the Bottle Bay Resort & Marina rental program are privately owned. Therefore, each property may be uniquely different in décor, equipment, etc. Misrepresentation of any or all properties is unintentional. Bottle Bay Resort & Marina will not be held responsible for changes made by owners, printing or environmental factors. However, all properties will come equipped with the basic necessities~ a basic supply of sheets and towels, hand soap, toilet paper, dish soap, paper towels, coffee filters, shampoo/conditioner, is provided along with house wares. Each property is charged a \$30.00 cleaning fee and will be cleaned before and after each reservation. Please leave the unit as clean as you found it. Remove all perishable food items from the refrigerator. All furniture and items should be returned to their original location. Do not make beds that have been slept in. Excessive cleaning will be charged to your credit card at \$30/hour with a one-hour minimum. Excessive cleaning is considered anything beyond changing bed linens, laundering linens, dusting, vacuuming, cleaning the bathroom(s) and putting away clean dishes.

The number of guests occupying a property is limited to five (5) with the exception of infants sleeping in cribs or playpens. These limits are strictly enforced. The published rate minimum is based on occupancy of 1-2 persons. Each additional person up to the maximum is \$10 per person per night plus tax. Motor homes, campers and tenting are not allowed on the property. Exceeding maximum occupancy, except when specifically authorized, will be grounds for immediate eviction and forfeiture of all funds paid.

### **SMOKING IS NOT ALLOWED IN ANY PROPERTY**

Smoking is allowed outside only. Please properly dispose of your cigarette butts. Any extra cleaning charges including, but not limited to, carpet, furniture, draperies or bedding needed because of smoking will be charged to your credit card.

### **PETS**

If guest has been granted permission to bring a pet, a fee of \$15 per pet per night plus tax will be charged and guest gives Bottle Bay Resort & Marina permission to charge a refundable \$250.00 pet fee to their credit card upon check-in. **PETS ARE NOT ALLOWED ON ANY FURNITURE OR BEDS AND CANNOT REMAIN ALONE INSIDE ANY CABIN!** Any additional cleaning or repairs/replacement of furnishings required due to occupancy of the pet will be charged to the credit card on file. Additional charge may apply if pet feces is not properly cleaned up and disposed. If it is found that there are more or different pets than agreed to on the premises, or if complaints come from neighbors about excessive noise due to the pets, guest will be asked to vacate immediately with no refund.

### **GARBAGE**

All garbage is to be bagged, tied and deposited into garbage cans located next to the uphill side of our Laundry building.

## **CONSIDERATION**

We request quiet use of the premises after 10:00 PM. Please keep volume low on the television, conversations, music, etc. At all times, kindly avoid unnecessary slamming of doors and always have consideration for other guests.

## **LAUNDRY BUILDING**

A washing machine, dryer, folding table, iron, ironing board, vacuum cleaner and extra fans are all available for cabin guest use in the end room on the uphill side of our Laundry Building.

## **PHONE/WIFI/TV/CABLE**

No units have telephone land lines and cellular service may not be available. There is WIFI onsite but service is not guaranteed. All units have Flat screen TVs with Direct TV. We are not responsible for occasional loss of satellite signal.

## **LOST/NON-RETURNED KEYS**

All keys must be left on the kitchen table or returned to the lockbox where they were originally retrieved. As these are privately owned cabins, guest is responsible for lost keys. The cabin will be re-keyed in the event that a key is lost, misplaced or not returned. All associated costs will be charged to your credit card.

## **UNIT CHANGES**

While every effort is made to accommodate guests in the specific cabin requested, there may be an occurrence outside of our control, which would make the unit unavailable. Should this occur, Bottle Bay Resort & Marina will make every effort to find suitable accommodations for the same period. Rates may vary and Bottle Bay Resort & Marina's liability shall be limited to the refund of the deposit.

## **REPAIRS**

Unfortunately, we cannot guarantee the operation of all appliances and amenities. Please report inoperative equipment to Bottle Bay Resort & Marina. We will make every effort to have repairs made as quickly as possible. These failures are beyond our control and no refund or rent reduction will be given.

## **RISKS/SAFETY**

Children are welcome, however, there may be conditions in and around the unit that may pose a hazard to them as well as to adults. Bottle Bay Resort & Marina does not assume any liability or responsibility for any injuries occurring during your stay with us. Children must be supervised at all times. Under NO circumstances are children without a driver's license allowed to operate ATVs, minibikes or other motorized vehicles on the property. This includes electric bikes.

## **INDEMNIFICATION**

The guest agrees to indemnify and hold individual homeowner, Bottle Bay Resort & Marina and its employees or agents, free and harmless for any liabilities or any loss or damages whatsoever arising from, related to, or in connection with rental of premises. This includes, but is not limited to, any claim or liability for personal injury or damage or loss of property, which is made, incurred or sustained, by guest or guest of guest, or any occupants of the premises.

## **TERMINATION OF RENTAL**

Bottle Bay Resort & Marina reserves the right to refuse or discontinue tenancy if in its opinion the guest is detrimental to the property. Any violation of the above-mentioned policies will result in immediate eviction and loss of entire rental and deposit amounts.

## **CREDIT CARD**

Guest is providing credit card number as a guarantee and for payment of rents. Guest agrees to pay all rent and/or any other fees associated with this rental, accept all terms of this rental agreement and accept liability for any damage beyond normal wear and tear during the term of my stay with Bottle Bay Resort & Marina. If Guest fails to do so, Guest understands that these costs will be charged to their credit card and all credit card sales are final. Any damages found upon arrival or occurring during your stay must be reported immediately to Bottle Bay Resort & Marina at 208-263-5916 or BottleBayResort@aol.com. Guests will be responsible for any unreported damages or theft.

## **AGREEMENT**

Guest certifies that he/she has read and agrees to abide by the terms of this rental agreement and by finalizing their deposit is authorizing any outstanding charges remaining after departure to be charged to the credit card on file with Bottle Bay Resort & Marina.

## **CONTACT**

Land line: 208-263-5916      Cell phone: 310-600-8389 (receives texts)      Email: BottleBayResort@aol.com