

Hillside Cabin – Rental Terms

1. Rental check-in time is 3 PM and checkout is 11 AM.
2. This is a **NON SMOKING** unit. Smoking in or around the unit will result in charges for restoring the unit as required.
3. **No pets allowed under any circumstances.**
4. We will not rent to vacationing students or singles under 25 years of age unless accompanied by an adult guardian or parent.
5. **DAMAGE DEPOSIT**- A \$200 damage deposit is required. The deposit is not applied toward rent; however, it is fully refundable within (7) seven days of departure, provided the following provisions are met.
 - a. No damage is done to unit or its contents, beyond normal wear and tear.
 - b. No charges are incurred due to contraband, pets or collection of rents or services rendered during the stay.
 - c. All debris, rubbish and discards are placed in specified outdoor garbage cans, and soiled dishes are placed in the dishwasher and cleaned.
 - d. All keys are left on the counter and unit is left unlocked.
 - e. All charges accrued during the stay are paid prior to departure.
 - f. No linens are lost or damaged.
 - g. No early check-in or late check-out without advance agreement by owner.
 - h. The renter is not evicted by the owner (or representative of the owner) or the local law enforcement.
 - i. No unauthorized guests or exceeding maximum occupancy.
 - j. Renter's liability is not limited to the \$200 deposit.
6. **PAYMENT** – A \$200 deposit is due at booking. 50% of the balance is due within 90 days of check-in date and the final balance is due 60 days from check in date. There are two payment options: 1) mail payment by check or 2) pay by credit card. For credit card payments a transaction fee (2.49% transaction fee from US banks, 3.5% for international banks) will be added as a fee and included in the total amount due for the rental.
7. **CANCELLATIONS** – Cancellations made greater than 60 days from check out date forfeit the \$200 deposit. Cancellations that are made 31-59 days prior to the arrival date will result in forfeit of 50% of the total rental plus associated room taxes. Cancellations or changes that result in a shortened stay that are made within 30 days of the arrival date forfeit the full rental amount and associated room taxes; however, *if the owner is able to re-rent your dates, you will be refunded the cost of the re-rented days, less the \$200 deposit.* Early departure does not warrant any refund of rent or deposit.
8. **MAXIMUM OCCUPANCY**- The maximum number of occupants is five (5) as named in this form below. **If renter brings unauthorized day visitors to property, or to stay in cabin, security deposit will be forfeited,**
9. This property requires a minimum two night stay. Longer minimum stays may be required during peak seasons and holiday periods..
10. **INCLUSIVE FEES** - Rates include a one-time linen-towel setup. Daily maid service is not included in the rental rate. Linens and bath towels are included in the unit. Spa towels are also available for the hot tub. We do not permit towels or linens to be taken from the premises so we suggest bringing your own beach towels if you plan off site water activities.
12. **CHECK OUT PROCEDURES AND LEFT ITEMS** – Renter will follow the checkout procedures listed in the Information Guide in the cabin. Be sure to check carefully for all personal items. *Should left items be requested to be returned to renter, renter agrees to pay a \$20 handling fee plus postage costs.*
13. **RATE CHANGES** - The rate and terms outlined in this agreement will be secured by the reservation deposit and subsequent payments per the agreement. Rates otherwise are subject to change without notice.
14. **FALSIFIED RESERVATIONS** - Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check in.
15. **WRITTEN EXCEPTIONS** - Any exceptions to the above mentioned policies must be approved in writing in advance.
16. **ACCESS/PARKING/WINTER VEHICLE REQUIREMENTS** - Parking for two cars is available adjacent to the Hillside Cabin. Parking for larger vehicles such as RVs, trailers and boats is available elsewhere on the property. The owner must be notified in advance for large vehicle parking. ***In Winter, Skyliners Road and our 1.5 mile access road are plowed but can be slippery so four wheel drive vehicles with chains available are required.***
17. **STORM /ROAD CONDITIONS** - We do not refund due to road conditions or inclement weather or smoky conditions due to forest fires.

18. HOT TUB – Please follow the instructions carefully for hot tub use. Use of hot tub is at your own risk. There is no lifeguard. Children must be supervised at all times. **It is necessary to shower before using the hot tub. If the hot tub water is fouled abnormally and the water needs to be changed, there will be a \$100 deduction from the security deposit.** Hot tub covers are for insulation purposes and are not designed to support a person or persons. **DO NOT STAND OR SIT ON THE HOT TUB COVER** as it will break and you will be charged for replacement. Please re-cover hot tub immediately after each use so hot tub will stay warm and conserve energy.

19. ENVIRONMENT – This is a 640 acre forested property with elevations ranging from 4950 to 5400 feet. The Hillside Cabin overlooks Tumalo Lake (approx. 15 acres). The entire property is surrounded by the Deschutes National Forest. Tumalo Lake is relatively shallow in most places with a muddy bottom, is great for canoeing/kayaking/SUP and OK for swimming if bathers don't mind the muddy bottom. In winter do not venture onto the ice of the lake at any time. Wildlife include deer, elk, coyotes, cougars, black bear, fox, etc., most of which move to lower elevations in the winter. During all seasons, but especially winter, guests venturing out on excursions should always be prepared for dramatic changes in weather, taking adequate food, water, clothing, navigational devices, etc. It is always recommended to leave a note within the cabin describing daily plans. Children should always be supervised. **All activities undertaken by guests are at their own risk.**

20. LODGE CONSTRUCTION – Construction of the main lodge will begin in spring 2017. The lodge site is located approximately 150 yards away from the Hillside cabin, is also away from the lake and is not in direct view of either lake or cabin.

21. CELL PHONE AND WIFI SERVICE - Cell phones may not work depending on carrier and area of the property so cannot be relied on. A land line in the cabin is provided with free unlimited U.S. calls. WIFI is provided, however please be aware that WIFI can be slow (does not accommodate streaming/gaming), erratic and have occasional outages.

22. **ADDITIONAL GUESTS - The cabin and facilities are for use by Guests only.** Visitors of guest must be **approved in advance by the owners.** If additional day guests are approved, a daily fee of \$25 per person will be payable to owners prior to any visitors arriving. For additional overnight guests who are approved a nightly fee of \$50 per person will be due prior to arrival.

23. Firearms, shooting, hunting and fireworks are prohibited.

24. Fishing. Tumalo Lake has been stocked with Rainbow Trout. **All fishing is fly fishing/catch and release fishing only.** If Guests catch/keep or kill fish there is a \$10/fish charge.

25. The Hillside Cabin is located about 50-200 yards from the Creekside, Lakeside East and Lakeside West Cabins and as such, renter agrees to keep noise to a minimum so as not to disturb other guests. **If your primary focus is on partying, drinking, making noise, etc., please select another venue.**