

Rental Agreement – Tumalo Lake Lodge and Cabins

This Agreement applies to all members of the Guest's party no matter the age or affiliation. Guest acknowledges that Guest is responsible for sharing the renter agreement, and its requirements, with all members of the Guest's party and anyone else permitted onto the Rental Property by the Guest.

1. In no event shall the Rental Property be occupied by more persons than the posted maximum number of adults and children without prior approval by Owner.
2. No events, bachelor parties, or other non-family groups are allowed unless Owner grants prior approval. Visitors (non-registered guests) are not allowed without prior owner approval. **Should non-registered/ unauthorized guests/visitors be present the renter agrees to pay \$200/ person/day fine, and additionally at the sole discretion of the owner, may be required to immediately vacate the property without refund.**
3. We do not rent to vacationing students or singles under 25 years of age unless accompanied by an adult guardian or parent.
4. The full name and age of each guest to occupy the property must be listed below. If you do not know all of the guest details at booking you can provide the information at a later date (but prior to check in).
5. **INCLUSIVE FEES** - The property includes a private deck and hot tub. Rates include a one-time linen-towel setup. Linens and bath towels are included in the unit. Spa towels are also available for the hot tub and lake use. 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. All common areas (lake, hiking trails, lake decks/docks, fire pit, complimentary outdoor games and boating equipment) are shared among all cabin and Lodge guests. Please be mindful to not monopolize these areas and be aware that the shared areas are not allowed for group meals.
6. **PAYMENT** - A payment of 100% is taken by Owner at the time of the booking. Any remaining balance must be paid 60 days prior to the arrival date, or this Agreement may be cancelled by the Owner. An automatic credit card payment for the remaining balance will be scheduled by the Owner to be made 60 days prior to the arrival date. The credit card of the first payment is used if a credit card was provided. If the automatic payment fails for any reason, it is the responsibility of the Guest to make sure that the remaining balance is promptly paid in full. Payments can be made by credit card, Venmo, Zelle or check. If paying by credit card, the 3% credit card processing fee must be checked at booking. If not, fee will be added after booking and charged to your credit card.
7. **DAMAGE DEPOSIT** - A fully refundable damage deposit of \$200 is required. Deductions from Security Deposit may include, but are not limited to: excess cleaning fee, hot tub draining and refilling fee, excessive trash removal fee, missing item replacement costs, damaged item replacement or repair costs, repair costs of buildings or grounds, or other service call fee, no damage is done to unit or its contents, beyond normal wear and tear, no charges are incurred due to contraband, pets or collection of rents or services rendered during the stay, soiled dishes are placed in the dishwasher and cleaned, one load of white towels is started, the keys are left on counter and unit is left locked, all charges accrued during the stay are paid prior to departure, no linens are lost or damaged, no late check out without prior agreement with owner, the renter is not evicted by the owner (or representative of the owner) or the local law enforcement.
8. **CHECK IN-OUT** - Check-in time is 3:00 pm; check-out time is by 11:00 am. Due to limitation with cleaning staff and schedules your prompt on-time check out is required.
9. **NO SMOKING/VAPING** - This is a **NON-SMOKING/VAPING** unit. Smoking/vaping of any kind in the unit will results in charges for restoring the unit as required. Smoking outside must be away from doors and windows.
10. **PETS** - Pets are strictly prohibited. **Should an unauthorized pet be brought on to the property the renter agrees to pay a \$500/pet/day fine.**

11. CANCELLATIONS – Cancellations made greater than 60 days from check out date forfeit a \$200 cancellation fee. 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 also be refunded the cost of the re-rented days, less the \$200 cancellation fee. Early departure does not warrant any refund of rent or deposit. ***To avoid cancellation loss we recommend obtaining trip insurance.***
12. NO DAILY MAID SERVICE – Linens and bath towels are included in the unit. Daily maid service is not included in the rental rate. Pool towels are also available for use at the pool and hot tub. We do not permit towels or linens to be taken from the premises so please bring your own beach towels if you plan off site water activities.
13. 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 items be left and requested to be returned to renter, renter will be charged a \$20 handling fee plus postage costs.*
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. If discovered after check-in immediate eviction may occur at owner discretion.
15. OWNER INTERACTION WITH GUESTS - We typically stop by to say hello, answer any questions you may have and provide recommendations should you need them. During your stay garbage may be collected from the trash receptacles on the deck. Other maintenance (inside and outside) may occur should we deem it necessary. In winter our team plows the road and shovels the cabin/lodge decks, walkways and parking areas.
16. ACCESS/PARKING/WINTER VEHICLE REQUIREMENT – Parking is available adjacent to each property. Parking for additional cars and larger vehicles such as RVs, trailers (except in winter) is available elsewhere on the property. Please notify the owner in advance for additional parking. ***In Winter, Skyliners Road and our 1.5 mile access road are plowed but can be slippery so four wheel/all-wheel drive vehicles (with chains available as a precaution) are required.***
17. STORM /ROAD CONDITIONS - We do not refund due to road conditions, inclement weather, snow storms/forest fires/smoke, illness etc. ***We strongly recommend getting trip insurance.***
18. ENVIRONMENT – This is a beautiful 640-acre, forested property with elevations ranging from 4950 to 5400 feet. The Lodge is located in the forest, just a few minutes walk to the lake. The Cabins 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 soft bottom, is great for canoeing/kayaking/SUP and for swimming if bathers don't mind the soft bottom. In winter do not venture onto the ice of the lake at any time. Wildlife may include deer, elk, coyotes, cougars, fox, etc., most of which move to lower elevations in the winter. During all seasons, 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.*
19. CELL PHONE/WIFI/TV – Cell phones may not work depending on carrier and location however WIFI calling should work if enabled on your phone.
Cabin WIFI/TV: Satellite WIFI is shared among the four cabins. The speed is usually good but does not support streaming/zoom and there can be unexpected slowness or outages. There is **no TV** but an assortment of games and puzzles.
Lodge WIFI: The Lodge has a smart TV and its own satellite WIFI that supports streaming of movies and limited Samsung programming.

20. WASHER/DRYER: All cabins (except the Hillside Cabin) and the Lodge have a washer dryer for guest use. Hillside cabin has no washer/dryer however for longer stays laundry service can be arranged with advance notice.
21. Uber/LYFT/taxis, mail and delivery services are not available in this area.
22. FIREARMS, SHOOTING, HUNTING AND FIREWORKS are strictly prohibited.
23. FISHING - Tumalo Lake is stocked with Rainbow Trout. We encourage fly fishing and catch & release. (*seasonal*).
24. The Cabins are located about 50-200 yards from each other around the lake. The Lodge is located about 300-500 yards from the cabins. 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.*

Guest information, agreement and signature:

I understand the rules and rental conditions upon which I am agreeing to rent accommodations and use of the property. I acknowledge and accept that the sole responsibility for safety lies with the participant. In agreeing to this, I acknowledge that outdoor activities and exposure to the natural elements and animals can be dangerous and sometimes result in injury and even death. Steps and decks can be slippery, animals and insects can threaten and infect or injure, exposure to the elements can cause hypothermia, sunburn, among other risks inherent in participating in camping, outdoor and water activities. I know that alcohol and/or drugs do not mix safely with any outdoor activity.

I am over the age of 25 and assume responsibility for those in my charge under the age of 25. I hereby assume all legal responsibility for bodily injury to me or to any person on the property as a result of my visit and use of the property. Acknowledging this, I accept complete responsibility for the minor children and myself in my charge and engage in activities or events at my own risk.

I will abide by the rules and agree to return the property in the same condition in which it was rented and I will be responsible for all damage and/or loss that occurs during my rental period. I enter into agreement freely with the Owner of the Rental Property at my own risk, acknowledging the risks inherent in indoor and outdoor activities and assume any and all responsibility for the minor children and myself in my charge.

Group Description (REQUIRED): Please describe your group (purpose of trip/special occasion, etc.):

Occupant List (REQUIRED): Provide the full name and age of each guest below:

Electronic signature