



RIVERLAND LODGE AND CABINS

RENTAL AGREEMENT

Between

**EARLEY RENTALS LLC
 PO BOX 1466
 COLUMBUS, NEBRASKA 68601
 (OWNERS)**

RENTERS NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: _____

E-MAIL: _____

(GUESTS)

**THIS HOUSE RENTAL AGREEMENT CONSTITUTES A CONTRACT BETWEEN GUESTS
 AND OWNERS**

1. RENTAL TERMS:

PROPERTY: 1. _____ 2. _____
 3. _____ 4. _____

DATE ARRIVING: _____ **CHECK IN 3 PM**
DATE LEAVING: _____ **CHECK OUT 10 Am**

RENTAL RATE: _____ **per NIGHT (2 NIGHT MINIMUM)**
 _____ **per WEEK**

TOTAL NIGHTS: _____ **TOTAL RENT: \$** _____

CLEANING FEE: \$ _____

LODGING TAX: \$ _____ **SALES TAX: \$** _____

TOTAL: \$ _____

1. **RV CAMP SITES:** RV Guests acknowledge that they may require an RV electrical extension cord and water hose extension to reach electrical and water service utilities. These utilities are located on the back side of the RV camping sites.

2. **SECURITY DEPOSIT:** A security deposit of \$_____ is required to hold your reservation. After the security deposit is received you will be provided all the information you need for a great stay at the cabin. Deposits are applied to your rental cost.

3. **CANCELLATION POLICY:** Once the rent is received, it is non-refundable unless the same period can be rented again, a refund will be made minus a \$100 cancellation fee. **NO REFUNDS** will be otherwise offered.

4. **NO SHOW POLICY:** Owners agree to have cabin available at the 3pm check in time, owners are not responsible for Guest inability to arrive at the agreed upon check in time, or if Guests choose to depart early for any reason, or if members of Guest party do not show up. **NO REFUNDS** will be offered.

5. **PAYMENT:** Payments will be accepted via cash or check.

6. **CHECK-IN TIME: IS NO EARLIER THEN 3:00 PM.** Guests acknowledges and understands that **check-in time is no earlier than 3pm**. Guests understand and agree that they may not arrive at the property prior to 3pm without the express written consent of the Owner.

7. **CHECK-OUT TIME: IS 10:00 AM OR EARLIER.** Guest acknowledges and understands that **check out time is no later than 10 AM**. Guests understand and agree that they may not occupy the house after 10:00 AM without the written consent of the Owner.

8. **KEYS:** Guests acknowledge and understand that the property is privately owned, and guests are responsible for the property key. Guests will be sent the location and code to a lock box on the rental property where the key will be accessible. A \$150.00 minimum fee will apply for the lost key. Guests are responsible for the return of the property key. Guests agree that if the key is lost and not available at check out, guest will be charged a minimum of **\$150** for the cost of re-keying or replacing of the lock.

9. **CLEANING:** Guests agree and acknowledge that they will return the house back to the state of cleanliness to which it was received upon arrival. This includes but is not limited to the

cleaning of all kitchen items and utensils, all surfaces, floors and rooms. Used bed sheets should be removed from the beds and placed in a pile on the floor, along with bath towels and kitchen towels. Owners will provide laundering of sheets and towels and sanitizing of all rooms.

10. DAMAGE TO PROPERTY: Guests acknowledge and understand that the premises are to be left in clean, undamaged condition, and follow Check-In and Check-out procedures. If rental property is not left in suitable condition, guests acknowledge and understands that Owners reserve the right to charge Guests for any damages, repairs, replacement or special cleaning of any damaged or lost real or personal property. Guests acknowledge and understand and agrees that by signing this Rental Agreement/Contract, he/she is authorizing Owner to charge Guests for any damages sustained. Such charges will be removed from the Guests Security Deposit. If such charges exceed the deposit amount, then the Guests agrees to pay the difference.

11. PETS: Pets, are allowed and Guests acknowledge and understand that there is a **\$25.00 non-refundable Pet Fee**. Guests are allowed 2 Pets per cabin. Pets must be on a Leash at all times, and under the control of Guests at all times. Any damage caused by pets will be charged to the Guests as outlined in paragraph 11. List of pets staying at cabin

12. REPAIRS- SERVICE CALLS: Guests acknowledge and understand that Owners cannot guarantee mechanical failures including but not limited to : Heat and Air units, TV's, and appliances. Guests agrees to immediately notify Owner of defective or non-working units. Owners will make every reasonable effort to repair or replace defective units as quickly and efficiently as possible. **NO REFUND OR REBATE** will be given for failures to mechanical units. Should a repair person make a call to repair or replace a unit that is found to be in working order and the problem was due to Guests oversight or neglect or misuse. Guests agree that the repair call costs may be billed to the Guests security deposit.

13. TV AND WIFI: Guests acknowledge and understand that with the Rental there is **NO WIFI OR SATELLITE TV SERVICE**. There is a Smart TV in the cabins.

14. SAFETY: Guests acknowledge and understand that the Platte River can be dangerous, and is a fast flowing river in front of Riverland Campground and Cabins, and **Guests must supervise their children at all times**. Guests acknowledge and understand that No campfires will be left unattended: children will be supervised at all times, and all fires must be completely extinguished before leaving the area. Guest assumes the risk of injury or other losses and will hold Owner and its Agents harmless from any and all claims including those of third parties, arising out of or in any way related to this section, Guests use of premises, or as further defined in section 18.

- 15. FURNISHINGS AND FURNITURE:** Guests acknowledge and understands that all furnishings/furniture in the house are in place as Owner wishes them. Guests agrees to pay not less the **\$100** if furniture is rearranged in such a manner that results in cleaning services being delayed. Such cost will be deducted from the Security Deposit.
- 16. NON-SMOKING- NO EXCEPTIONS:** Guests acknowledge and understand that all parts of the home are **non-smoking**. Guests agree to pay not less than **\$350** for odor abatement if they smoke in the home. Cigarette butts shall not be left on the grounds. Such cost will be deducted from the Security Deposit.
- 17. INDEMNIFICATION AND HOLD HARMLESS:** Guests shall be solely responsible for any property damage, accident injury to any person or loss sustained by any person, including loss of money, jewelry, and other items of personal property, arising out of or in any way related to Guests use of the premises, or the items of personal property provided by the Owner at the Guests request. Guests shall inspect and be familiar with the proper use and application of such items prior to using them. Guest hereby agrees to INDEMNIFY and hold Owners harmless from any and all claims including those of third parties, arising out of or in any way related to Guests use of premises or the items of personal property provided therein. Guests assumes the risk of injury or other losses relating to any recreational activities and will hold Owner and its Agents harmless with respect there to.
- 18. AGE OF GUESTS/FALSE PRETENSES:** Guests acknowledge and understand that rental is limited to adults of twenty-one (21) years of age or older. Guests acknowledge and understand that since rental properties are limited to adults of twenty-one (21) years of age or older, there will be no vacationing students under the age of twenty-one years of age without the supervision of adults renting Guests. Guests agrees that the violation of this provision constitutes a rental under false pretenses and is in violation of this Agreement/Contract. Guests will be asked to vacate the premises immediately. **NO REFUNDS OR REBATES** will be offered.
- 19. OBNOXIOUS BEHAVIOR-FIREARMS-FIREWORKS:** Guests acknowledge and understand that occupancy and use of premises shall not be such as to disturb or offend neighbors, including but not limited to; no excessive noise and/or obnoxious behavior, no discharging of firearms or BB guns, or Pellet guns, no discharging of fireworks, etc. The Owner has the prerogative to terminate this Agreement/Contract and to demand that disruptive guest vacate the premises, thereby forfeiting all monies to Owners. **NO REFUNDS OR REBATES** will be offered.
- 20. QUIET TIME 11P.M. - 8 A.M. EVERY NIGHT.**

21. ALCOHOLIC BEVERAGES: Guests acknowledge and understand that no drinking of alcoholic beverages by persons under the legal age of twenty-one (21) is allowed on rental property. Guests agrees that if Guest is arrested for underage drinking at the cabins, or if Owners observe a Guest under the legal age of twenty-one (21) drinking alcoholic beverages, this Contract may be terminated, and Guests evicted at the option of the Agents. Illegal drug use is strictly prohibited. NO REFUNDS OR REBATES will be offered.

22. DEER-INSECTS, OTHER ANIMALS: Guests acknowledge and understand that they are in the country and depending upon the time of year may encounter deer, insects, and other animals. Guests may also encounter poison weeds that could cause an allergic reaction in some people. Guests are encouraged to dress accordingly, bring insect repellent, and not walk through tall weeds or tree thickets.

23. FISH CLEANING: Guests acknowledge and understand that all fish cleaning will be done outside the house at a designated fish cleaning station. Further all fish parts will be disposed of as to not attract other animals. Check the campsite map for the location of the fish cleaning station.

24. VIOLATION OF AGREEMENT/CONTRACT: Owner reserves the right to remove renter, if any of the above agreed upon terms are not met. NO REFUNDS OR REBATES will be offered.

25. REFUNDS: REFUNDS WILL BE MADE ONLY TO THE EXTENT ANOTHER'S RENTAL FEE IS PAID FOR IN FULL FOR THE SAME RENTAL PERIOD SUBJECT TO WRITTEN CANCELLATION NOTICE AND REFUND REQUEST BEING RECEIVED 90 DAYS IN ADVANCE OF THE FIRST RENTAL DATE FROM GUESTS NAMED HEREIN.

By way of signature below the guests affirm that all the information provide by them is true and correct. In addition, the parties hereto agree that they have read this document in its entirety and agree to all terms and conditions.

Date: _____

Date: _____

Guest Signature

Owners Signature