

**Please understand that our Rental Agreement exists because of rare past situations or problems, and helps in avoiding them. Most guests would follow these rules without any written agreements but each rule is in place for a reason, even if obvious to you.**

**In short:** CHECK IN is after 4 PM and CHECK OUT is on or before 10 AM unless otherwise agreed; NO SMOKING inside; NO PETS no additional guests allowed; Please respect our place during your stay, take shoes off and clean up after yourself.

## **Rental Agreement / Reservation and Booking Rules**

This Rental Agreement and Contract (the "Agreement") is a legally binding agreement made and entered into as of the Reservation Dates and between the person(s) or company (the "Guest") and the owner, manager or agent, pursuant to which the Guest has agreed to rent the residence (the "Property"), for the duration of the Rental Term for the Total Rental Fee and other good and valuable consideration as described herein under the following terms and conditions:

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

**CHECK-IN TIME is AFTER 4 PM Eastern Time AND CHECK-OUT is on or before 10 AM. unless otherwise agreed upon.**

NO Early Check-in or late checkout without prior approval. Earlier check in or later check out can be arranged, for an additional fee. This additional service is only available in the event that there are no prior guests leaving on the day of your arrival, or arriving on your departure day, and if it does not interfere with our schedule. Please confirm with us.

We try to be flexible, however unless otherwise agreed upon you will be charged for not checking out on time, (\$10 per each 15 minutes, deducted from security deposit) as we can not delay preparing the cabin for the following guests.

**You must inform us in advance as to the time you would like to check in.**

**All arrivals should happen before 10:00 PM** as we do not want to disturb our neighbors with late arrivals.

We will attempt to meet you at the property to show you inside, if it's possible for us to do so. If we are not able to meet you for check in, we will instruct you on how to enter and leave general instructions regarding appliances, care and use of the cabin. Check out instructions are left for guests on the refrigerator.

### **SMOKING:**

This is a NON SMOKING unit. Smoking is prohibited inside the cabin. Guests are free to smoke outside.

### **PETS:**

Sorry, NO PETS are permitted on the premises.

### **FLOORS, RUGS & GENERAL CABIN CARE:**

We want to keep our cabin clean and well maintained for ALL of our guests. Please remove your shoes inside the cabin, clean any accidental spills from the floor and remove sticky spots and/or crumbs from the table, counter-tops, sink, stove etc during your stay. This helps to keep ants and/or other pests away. Bathroom and all other floors must be kept dry. We ask that you take a good care of the cabin during your visit. Guests obligations include but are not limited to keeping the premises as clean and safe as the conditions of the premises permit and causing no unsafe or unsanitary conditions. Guests agree not to use the premises for any commercial activities or purpose that violates any criminal law or governmental regulation. Guest's breach of any duty contained in this paragraph shall be considered material and shall result in the termination of guest occupancy with no refund of any kind.

### **HOT WATER:**

You agree to take **short showers**. Excessive moisture creates instant mildew spots and is damaging to our home.

### **COUNTRY LIVING:**

We are located in a country. A spider can enter and build a cobweb within minutes. We have no control over it. While we do our best to vacuum it up when preparing the place, we can not guarantee that there will be none when you check in, as there might be hours/days between that and check in time. While we don't have spider or other insect problems, we mention this as some guests can be very particular, in which case we are not a good fit. You agree that a spider or web, ant, fly etc. will not bother you. You also agree to **store ALL food in the refrigerator ONLY** to avoid ANTS and/or other pests problems.

## **TRASH REMOVAL**

We do NOT provide garbage removal. The bin provided by the porch is only meant for guests to use during their stay. Please place only CLOSED bags inside the bin, and keep the lid closed, due to animals. You must remove ALL accumulated waste, rubbish and discards from the bin and from the cabin upon check-out. You can take it to the Greene County Solid Waste Management located at 194 Mitchell Hollow Rd, Windham, NY 12496 (Open Sun 8AM-3:30PM and Mon-Sat 7:30AM-3:30PM except Holidays) or any available garbage receptacles in public areas. If you are here during a holiday, please take notes of this and remove waste during open days/hours.

## **WARRANTIES:**

In case of any malfunctions, damage or other problems, we will attend to the matter as soon as it is practical (usually within 24 hours), and reserve the right to make temporary repairs if needed in order to maintain an appropriate level of comfort for guests. You agree to notify us immediately in case any repairs are needed or any damage has occurred.

## **WI-FI/ INTERNET USE:**

Access to Internet / WI-FI provided is meant for simple browsing and checking emails. It is NOT intended for downloading/uploading, gaming or streaming. Our speeds are limited. Please understand that WI-FI is shared, coming from the cottage next door, and limit the amount of devices and usage to minimum. You agree to use the internet responsibly: no illegal music or video downloads/uploads, visiting illegal websites, etc. No pornographic downloads/uploads. If the cable company refers any action to us for your copyright infringements, and/or illegal activities, we will give them your contact information. Please make sure children understand to use the WI-FI safely and legally. No use of sharing video software. You will be responsible for any resultant fees or payments other than our standard internet costs.

## **BASIC CLEANING FEE:**

Basic Cleaning Fee per stay or per week (for longer than one week stay) is required to prepare the cabin for next guests and upkeep for longer stays. It does NOT include excessive cleaning, which will be taken out of your security deposit at \$20/hour. We ask that you **follow our check-out list in order to avoid extra cleaning fees.**

## **DAMAGE/SECURITY DEPOSIT:**

Damage/security deposit of \$150 is required.

NOTE: Deposit rate might vary depending on the length of your stay and number of guests. If there is a different rate it will be quoted and agreed upon prior to booking via telephone and/or email.

If you book directly with us using our processing gateway with credit card, an automatic reserve is conducted by putting a hold on the Guest's credit card for the amount of Security Amount exactly 7 days prior to the arrival date. The credit card of the last successful payment will be used. If there are no successful credit card payments, it is the responsibility of the Guest to satisfy the Security Deposit requirement. The deposit is NOT applied toward rent; however, if at the end of the rental period, the rental property is returned undamaged, check out list is followed and there are no violations of this rental agreement, the Security Deposit will be released in full within seven (7) business days after check out.

If you choose to book with us using an external website where we advertise, a separate invoice will be sent for security deposit and needs to be submitted at least a week (7 days) prior to the check in date. **Security deposit is always refundable in FULL, in case you have to cancel your stay prior to check in.**

In the event of any damages or violations of rental agreement, Owner will provide Guest with a list of expenses incurred and deductions made from the Security Deposit. Should the damages exceed the amount of the Security Deposit, Guest agrees to pay the balance within five (5) business days after receiving notification. Deductions from Security Deposit may include, but are not limited to: excess cleaning fee, trash removal fee, missing item replacement costs, damaged item replacement or repair costs, repair costs of buildings or grounds, or other service call fees. Owner is under no obligation to use the least expensive means of restoration.

The following provisions must be met:

- Check out instructions are followed before departure (lowering heaters, cleaning and putting dishes away, closing windows, removing trash, etc). Instructions are left on the fridge. \$20/hour will be charged for any extra cleaning.
- No damage is done to unit or its contents and no contents are missing.
- There is no evidence of smoking on the premises. \$100 fine will be charged if there is evidence of smoking inside the cabin.
- There is no evidence of pets on the premises. We will keep your security deposit if there is evidence of pets.
- Keys are not lost. \$30 fine will be charged if you lose your keys.
- All charges accrued during the stay are paid prior to departure.
- No linens or towels are lost or damaged. Guest will be responsible for lost or damaged items at the cost of two (2) times the published standard price for such damaged or lost linens or towels.
- No early check-in or late checkout without prior agreement.
- The renter is not evicted by the owner (or representative of the owner) or the local law enforcement.

Guest will be held responsible for any damages and cost of repairs needed. If guest damages property, guest pays for repair or replacement. If the damage causes loss of rental income while repairs are made, guest will be held financially responsible for that loss as well.

**Guests and all other occupants will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following reasons:**

- Occupancy exceeding the sleeping capacity stated on the website and/or allowing others to occupy the cabin without prior approval.
- Using the premises for any illegal activity including, but not limited to, the possession, serving or consumption of alcoholic beverages by or to persons less than 21 years of age.
- Allowing any pets on premises.
- Causing damage to the premises rented or to any of the neighboring properties.
- ANY DISTURBANCES AFTER 10:00 PM. Please be respectful to your neighbors.
- Any other acts that violates with neighbors' right to quiet enjoyment of their property.

**ADDITIONAL DAMAGE PROTECTION INSURANCE:**

Guests might be required to purchase an additional damage protection insurance as an additional protection for any damage over security deposit. The damage protection plan is an alternative to a higher security deposit and protects from accidental damage during your stay. By purchasing the Damage Protection Insurance you agree to its terms and conditions, acknowledge and agree that (a) you remain fully responsible for the care and condition of the property and for any damage to it, (b) you remain fully responsible for any damages that are not covered by the policy or that exceed the policy limits, (c) if during your stay you cause any damage to our real or personal property as a result of inadvertent acts or omissions, you will be responsible for the cost of repair or replacement of such property and authorize the Insurance Company to release any claim payment directly to us. You agree to hold us harmless for any costs associated with the payment of any benefits.

**PAYMENT:**

An advance payment equal to 50% of the rental rate is required, or payment in full. The advance payment will be applied toward the rent. You can pay online using PayPal, credit/debit card or Google Pay. The advance payment is not a damage deposit. The BALANCE OF RENT is due thirty (60) days before your arrival date.

This Agreement may be canceled by the sole option of the Owner if the balance of rent is not paid on time.

If you pay using our processing software 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, or the reservation will be canceled with no refund of payments made. All policies contained in this Agreement shall apply equally to payments made by credit card, PayPal, Google Pay or cash and whether made via website, by phone or in person.

Reservations made less than 60 days before arrival require payment in full.

**CANCELLATIONS:**

In the event Guests wishes to terminate this agreement, Travel Insurance, Damage Protection and any processing, administrative or reservation fees are non-refundable.

If you terminate your reservation 60 days or more prior to the start of your rental, you will receive a refund minus 5% processing fee.

Cancellations or changes that result in a shortened stay made 31-59 days prior to arrival date - 50% cancellation fee will be deducted from your payment, within 30 days prior to the start of rental - no refund will be issued and we will keep your payment.

MONTHLY RESERVATION CANCELLATIONS: Monthly renters must cancel one hundred fifty (150) days prior to check-in to qualify for a refund (less 5% processing fee). Cancellation and changes made 121-149 days prior to arrival date – 50% cancellation fee will be deducted from your payment, 91-120 days - 75% will be deducted, within 90 days prior to the start of rental - no refund will be issued and we will keep your payment.

If you booked and paid for your stay using an external website, the cancellation policy used on that website will apply instead of the one above, unless otherwise agreed to in writing.

**EXCEPTIONS:** If you do not qualify for a refund and the dates you canceled get booked, we will issue a refund for such dates minus 40% cancellation fee at our own discretion. In this case refund would be issued after the check out of guests that booked your dates.

**ONE NIGHT STAYS:** There are no refunds for one night stay payments except of security deposit.

Cancellation, early departure or late arrival does not warrant any refund. **No refunds will be issued for early departure or late arrival.**

Please purchase travel insurance separately to cover your trip for any unforeseen circumstances such as pandemic, health emergency or travel restrictions as we do not cover ANY unforeseen circumstances and we are NOT an insurance company. We do offer a link with our system so you can buy insurance. You can also find many other options available online.

**MAXIMUM OCCUPANCY:**

The maximum number of guests is limited to 2 persons (two adults, or one adult with a child). In no event shall the Rental Property be

occupied by more persons than stated on the confirmation letter, without prior approval by Owner. No fraternities, school, civic, or other groups are allowed unless Owner grants prior approval. **Violations of these rules are grounds for expedited eviction with no refund of any kind.** Guests hereby acknowledge and grant specific permission to Owner to enter premises at any time for inspection purposes should Owner reasonably believe that Guests are causing or have caused any damage to Rental Property or that the property is occupied by any additional people. Guests must inform the Owner of their intention to bring children and the specific number. A child is defined as any person under the age of 18.

**CHANGE IN THE NUMBER OF GUESTS:**

You agree to inform us of any changes in the number of guests at least 7 days before your arrival.

**ASSIGNMENT OR SUBLEASE:**

Guest shall not assign, sublease the Property, or permit the use of the Property by other persons not included within the number of and as permitted occupants under this Agreement.

**SECURITY CAMERA NOTICE:**

We utilize an exterior surveillance camera with video and audio capture for security and weather monitoring. It located on the front porch of our cottage next door by the front door and is used for the surveillance of the driveway, entrances and exits of the cottage and bungalow, and weather observations. You agree not to tamper with or move the camera.

**ENTRY AND INSPECTION:**

We reserve the right to enter the Property at reasonable times and with reasonable advance notice for the purposes of inspecting the Property or showing the Property to authorized persons. If we believe that there is imminent danger to any person or property, we may enter the Property without advance notice.

**UNAVAILABILITY OF PROPERTY:**

In the event the Property is not available for use during booked dates due to reasons, events or circumstances beyond our control, we shall immediately return all payments made by the Guest, whereupon this Agreement shall be terminated and Guest and Owner shall have no further obligations or liabilities in any manner pertaining to this Agreement. Guest expressly acknowledges that in no event shall Owner be held liable for any special or consequential damages which result from this unavailability.

**MINIMUM STAY:**

This property requires a two (2) night minimum stay. Longer stays are required during holiday periods. 1 night stay is allowed only on last minute booking terms.

**INCLUSIVE FEES:**

Rates include a one-time linen & towel setup (one bath towel per person). Amenity fees are included in the rental rate.

**NO DAILY HOUSEKEEPING SERVICE:**

While linens and towels are included in the unit, daily maid service is not included in the rental rate. We suggest you bring additional towels, linens and/or beach towels. We do not permit towels, blankets or linens to be taken from the unit.

**RATE CHANGES:**

Rates are subject to change without notice, however changes do not affect dates that are already booked.

**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.

**CONDITION AND USE OF PROPERTY:**

The Property is provided in "as is" condition. No refunds will be provided due to inoperable appliances. We shall use our best efforts to ensure the operation of all amenities in the Property, such as internet access, satellite or cable TV access as applicable. Owner shall not be held responsible for such items failure to work, but will make every effort to correct any issues reported as quickly as possible. Guest acknowledges that use of amenities such as decks and the like may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children and such use is at the Guest's own risk.

Guest shall use the Property for residential purposes only and in a careful manner to prevent any damage or loss to the Property and keep the Property in clean and sanitary condition at all times. Guest and any additional permitted guests shall not use the Property for any immoral,

offensive or unlawful purposes, nor commit waste or nuisance on or about the Property.

No refunds will be given due to power blackouts, water shortage, flooding, snow or construction at adjacent properties.

**DEFAULT:**

If Guest should fail to comply with the conditions and obligations of this Agreement, Guest shall surrender the Property, remove all Guest's belongings and leave the premises in good order and free of damage. No refunds of any kind shall be made.

**USE OF HEATERS (WINTER):**

We require that heaters are used on medium setting only. Temperature can be controlled by changing the numbers on the heaters. Heaters are additionally equipped and programmed with locked thermostats which are set to reach 75°F (24° Celsius). Heaters will **turn off** if the temperature inside exceeds this settings and will automatically turn back on when the temperature drops a couple of degrees below it. Thermostats are programmed in order to avoid very high temperatures inside. You agree that you will not move the heaters, tamper with or attempt to remove the thermostats. You can lower the temperature to your own comfort by adjusting the numbers on the heaters.

PLEASE NOTE: During very cold winter days (below 0 F) temperatures inside the house might struggle to reach above 70 degrees F.

**USE OF THE OUTSIDE GRILL:**

Grill is for CHARCOAL use only, not wood. You agree that you will NOT place the top cover from the grill on the grass as it damages and burns it. Top cover can be placed on the large stone in front of the porch. Guests can also move the grill and place the cover on the stone where the grill was standing.

**USE OF OWN COOKING DEVICES OR HEATERS:**

Guests may not use their own heaters or cooking devices inside the cabin.

**PARKING:**

Parking is limited to one (1) vehicle. Park your vehicle between the bungalow and cottage (on the side of the bungalow), leaving enough room for guests that rent our cottage to park on their side, NEXT to you. This is the only way that both vehicles can pull in and out of the driveway. Any additional vehicles can park on Main Street (walking distance). Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.

**EXCESSIVE NOISE:**

The unit is in a residential neighborhood. Guests agree to have consideration for others and refrain from unnecessary noise, e.g. loud radios or yelling which may cause a disturbance of the peace and quiet of nearby neighbors. Any complaints from neighbors regarding excessive noise or other nuisances may result in immediate termination of the rental and forfeiture of the guest's security deposit and rents.

**STORM POLICY/ ROAD CONDITIONS:**

We do not accept liability for any loss or damage caused by weather/road conditions, power blackouts, water shortage, flooding, snow, or mandatory evacuations of the area by county officials due to hurricanes or other potentially dangerous situations arising from acts of God or nature, or other reasons beyond our control. **NO REFUNDS WILL BE GIVEN FOR TOO MUCH SNOW, OR LACK OF SNOW.** No refunds will be given for storms. Mountain roads can be curvy and steep. Although local roads are generally well maintained, we highly recommend four wheel drive and/or chains during the snow months. **We do not issue refunds due to hostile road conditions.** We highly recommend all guests purchase travel insurance.

We leave a snow shovel on the front porch for your use by the property during your stay. In the event of a large snowfall, be aware that although Town plow services the major roads, private road connecting to our driveway is serviced privately and is beyond our control. During winter months, it is advisable to bring with you and carry tire chains, a shovel and sand or salt in your car at all times. Please have your own equipment available for the winter conditions you might encounter in the area. Please be aware that you might have to shovel snow in order to use the driveway and access the cabin. If your car is snowed in, it is not our responsibility to dig you out.

**TRAVEL INSURANCE:**

Travel insurance is recommended in the event a cancellation is necessary and for other protection. Insurance carriers may be found on the Internet by doing a search for "trip insurance" or "travel insurance". An option to purchase travel insurance will be included in your invoice if you pay using our payment software and in our "Directions and Amenities" email.

**RISK OF LOSS AND INDEMNIFICATION:**

Guest agrees that all personal property, furnishings and other items brought into the Property by Guest or their permitted guests and visitors will be at their sole risk with regard to any theft, damage, destruction or other loss. Owner shall not be responsible or liable for any reason whatsoever.

Guest is responsible for all shipping costs for any Lost and Found items that Owner is requested to return to Guest. Items found and not claimed within 5 days will be disposed of at the discretion of Owner.

Guest hereby covenants and agrees to indemnify and hold harmless us and our agents, successors, employees and contractors from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, attorneys fees incurred by Guest, permitted guests, visitors or agents, representatives or successors of Guest due to any claims relating to destruction of property or injury to persons or loss of life sustained by Guest or family and visitors of Guest in or about the Property and Guest expressly agrees to save and hold us harmless in all such cases.

**RELEASE:**

Guest hereby waives and releases any claims against Rental Agent, the Property owner and their successors, assigns, employees or representatives, officially or otherwise, for any injuries or death that may be sustained by Guest on or near or adjacent to the Property, including any common facilities, activities or amenities, whether caused by the negligence of the Owners, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes foreseeable or unforeseeable. Guest agrees to use any such facilities or amenities entirely at the Guest's own initiative, risk and responsibility.

**LIMITS OF LIABILITY / DISCLAIMER:**

**The cabin is privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. We do not accept liability for any inconveniences arising from any temporary defects or stoppage in supply of gas, electricity or plumbing. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By making and accepting reservations it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.**

This Agreement contains the entire agreement between the parties with regard to the rental of the Property, and any changes, amendments or modifications hereof shall be void unless the same are in writing. This Agreement shall be governed by the laws of the State of New York. The words "Rental Agent", "Owner", "Us", "We" and "Guest" shall include their respective heirs, successors, representatives. The waiver or failure to enforce any breach or provision of this Agreement shall not be considered a waiver of that or any other provision in any subsequent breach thereof.

All provisions of any relevant policies and notices are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision, policies and notices, which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions of any relevant policies and notices shall remain in full force and effect.

**WRITTEN EXCEPTIONS:**

Any exceptions to the above mentioned policies must be approved in writing in advance.

**ADDITIONAL NOTES:**

On August 28th, 2011 the Town of Prattsville was severely damaged by the Tropical Storm Irene. You certify that you are aware that while our cabin is ready to welcome you, it will take time for the town to recover from this disaster.

You certify that you have reviewed all pictures and description of the cabin and the area, read our Frequently Asked Questions page at: <https://www.catskillbungalow.com/faq.html> and/or asked any necessary questions to fully understand what is and what is not offered in the rental. By making reservations you certify that you agree to all terms and conditions of this agreement and understand that any violation of this contract, in any way, may result in the forfeiture of full security deposit and immediate removal from the home.

**NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, Guest has read and agreed to the following:**

I understand the rules and rental conditions upon which I am agreeing to rent accommodations, equipment, and use of the property and land. I acknowledge and accept that the sole responsibility for safety lies with the participant. In agreeing to this, I acknowledge that outdoor, mountain, water, and camping activities and exposure to the natural elements and animals can be dangerous and sometimes result in injury and even death. Riverbanks, streams, 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 18 and assume responsibility for those in my charge under the age of 18. 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, operation or possession of equipment hired or loaned to me. Acknowledging this, I accept complete responsibility for the minor children and myself in my charge and visit the property and

equipment and engage in activities or events at my own risk.

I acknowledge that owners operate a video surveillance camera on exterior of property pointed towards the entry and the driveway that is active with video and audio capture. I agree not to tamper with or move the camera.

I will abide by the rules and accept these rental conditions:

-The property I rent will be returned 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 agree to hold harmless and to indemnify the Owner of the Rental Property against all loss, damage, expense and penalty on account of personal injury or property damage to the rental dwellers, the undersigned or to any minor child or children in the charge of the undersigned, howsoever rising, whether by act or acts or failure to act of the employees, owners or animals of the said company or property owners or not.

-I acknowledge receipt of the property in good order and condition (if found otherwise per my arrival I will contact Owner immediately) and further agree that the Owner of the Rental Property shall not be liable for consequential damages of any kind or nature from whatever cause arising, whether property or equipment is loaned or rented.

-I enter into agreement freely with the Owner of the Rental Property at my own risk, acknowledging the risks inherent in outdoor and river activities and assume any and all responsibility for the minor children and myself in my charge.

-All parties agree to and will comply with Federal, State and County pollution laws and any other applicable laws and regulations.