

Ozark Cabin Rental Agreement
Mountain Top Campground
873 Sun Mine Road
Tarentum, PA 15084

Arrival Date: _____ Earliest check-in time 3 p.m.
Departure Date: _____ Latest check-out time 10:30 a.m.

INITIAL HERE: _____ This agreement constitutes a contract between the cabin guest(s) and Mountain Top Campground, LLC, and its owners Steven Mix and Greg Mix. Guest acknowledges and understands that by signing this agreement, he/she states that he/she has read and understands the written policies provided within and agrees with all statements included herein. Guest further agrees to adhere to all posted campground regulations.

- 1.) Cabin guest confirms that at least one guest who is 25 years of age or older will be at the cabin throughout the rental period.
- 2.) Property Damage: Cabin guest acknowledges and understands that he/she is financially responsible for any and all property damage that may occur during the stated rental period which can be reasonably attributed to the rental party's negligence or abuse.
- 3.) Security/ Damage Deposit: A \$250 security deposit is required at the time reservation is made for the dates requested. The deposit will be refunded within 7 days of your departure provided no damages occurred during your visit and no violations of policies were made.
- 4.) Loss of Security Deposit: Cabin guest agrees to leave the property in the same general clean and undamaged condition it was when you arrived. Cabin guest is responsible for any damage, abuse, excessive cleanup requirements, or loss caused by any member of the rental party to the property or its contents during the guest's occupancy. Any damages or violations may result in the loss of all, or part, of the \$250 security deposit.
- 5.) We further reserve the right to charge the credit card on file for any damage or clean up that exceeds the \$250 security deposit.
- 6.) Guest Count: Guest agrees that the premises shall be occupied by no more than the number of people paid for and stated herein. MAXIMUM NUMBER OF GUESTS IS 6 (six). Rental price is based on double occupancy; additional guests over the age of 5 are an additional \$10 per night, per person. Occupancy is limited to registered guests only. Absolutely no unregistered overnight guests are allowed. Occupancy by more than the stated number of guests will result in immediate termination of the rental agreement and the forfeiture of all rental fees and security deposits. **Please notify us 24 hours prior to arrival if your cabin guest count changes.**
- 7.) Checks: Full payment must be received no later than 30 days prior to the stated arrival date. **A \$25.00 service fee will be placed on all returned checks.**
- 8.) Check-In/Check-Out Time: Guest acknowledges and understands that **check-in time is no earlier than 3:00 p.m.** You are welcome to check with us the night before and see if arriving any earlier on the arrival date is possible. Check-out time before 10:30 a.m. on the date stated in the rental period above. Housekeeping needs adequate time to prepare the property for the next guest. Guests not leaving by the stated check out time, without permission, will be assessed a rate of \$50.00 per hour.
- 9.) **NO FIREARMS, FIREWORKS, or ATVs**: The occupancy and use of the premises shall not be such as to place the property in danger of damage or to disturb or offend neighbors or other guest of the campground. We reserve the right to terminate the agreement and request loud or unruly guests to vacate the premises immediately. Said discharge shall not result in the refund of any rental fees.
- 10.) Early Departure/Late Arrival: No refunds will be made for early departures or delayed arrivals. No refunds or schedule changes will be made due to inclement weather.

- 11.) **NO PETS:** If a pet belonging to any member of the rental party, or guest of the rental party, is found to be in the rental or on the porch, the rental agreement is terminated and the guests will be immediately removed from the property. Guest agrees that the full rental fee and the \$250 deposit will be forfeited, and further acknowledges that any damage done by said pet shall be his/her financial responsibility.
- 12.) **NO SMOKING: This is a non-smoking cabin.** If it is found that any member of the rental party, or guest of the rental party, has smoked inside the cabin or on the porch **your security deposit will be forfeited.**
- 13.) **HOLD HARMLESS:** Cabin guest acknowledges and understands that each and every guest, or guardian is solely responsible for any accident or injury to any person while in-residence, and that the Owner accepts NO legal or financial responsibility. Cabin guests and guardians assume all risk of injury or other loss resulting from any recreational activity and will hold the Owners harmless with respect thereto. **Cabin guest(s) hereby agrees to indemnify and hold cabin referred to as Mountain Top Campground and/or the property owners or its management harmless from any and all claims, including those of third parties, arising out of or in any way a result of the cabin guests use of the premises or items therein.**
- 14.) **Loss of Personal Items:** Cabin guests acknowledges and understands that each guest, or guardian, is solely responsible for any loss by any persons while in residence, including the loss of money, jewelry, or any other personal item. We will do our best to return any found items in the cabin at the guest(s) expense.
- 15.) **Owners will not be held responsible for the failing of any other company service due to a service interruption** (i.e., electricity, water, gas). However, we guarantee that we will do all that is possible to remedy any issue in the shortest time possible.
- 16.) **Home Furnishings, Equipment, Etc:** Moving of any furniture or décor is not allowed. Furniture, bedding, linens, towels, utensils, or any other property belonging to the owner will not be removed from the premises for ANY reason. Please do not take any inside furniture or chairs outside or on the porch. Loss of these items, as well as damage to any property or furnishings in excess of normal wear and tear, will be charged to the guest.
- 17.) **Keys:** All keys must be returned to the office or dropped in the lock box upon your final departure. Please be sure that all doors and windows are locked. Cabin guest is responsible for the cost of re-keying if locksmith is required due to lost or non-returned keys.
- 18.) **CANCELLATION POLICY:** Cancellations made 30 or more days prior to arrival will result in a full refund of the rental deposit. Cancellations made less than 30 days notice but at least 14 days notice will result in forfeiture of one-half of the rental deposit (\$125). Cancellation made less than 14 days notice, but at least 7 days notice will result in forfeiture of the rental deposit (\$250). Cancellations made within 7 days prior to planned arrival will result in a charge of the FULL rental charge.
- 19.) **ALL CANCELLATIONS MUST BE MADE IN WRITING- email info@mountaintopcampground.com or send certified mail to Mountain Top Campground, 873 Sun Mine Road, Tarentum PA 15084.**

*** Please print, sign, then email or mail within 7 days of reservation**
A valid driver's license is required at check-in.*

Print Name: _____ **Phone #:** _____

Signature: _____ **Date:** _____

Address: _____

Number of persons in your party: Adults _____ **Children** _____