

Robert Brace Sons, Inc.
1131 Route 97, PO Box 338, Waterford, PA 16441
Oak Alley Cabin
3435 Route 27, Pittsfield, PA 16340
(814) 796-2174

RECREATIONAL RENTAL AGREEMENT

Arrival Date: _____ Check-In Time: 4:00 pm
Departure Date: _____ Check-Out Time: 11:00 am

1) Cabin guest confirms that at least one guest, who will be at the cabin throughout the rental period, is at least 25 years of age, or older.

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 reasonably be attributed to the rental party's negligence or abuse.

3) SECURITY/DAMAGE DEPOSIT: A \$200.00 security deposit is required at the time the reservation is made for the dates requested. This 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 guests are responsible for any damage, abuse, excessive cleanup requirements, or loss caused by any member of the cabin guest(s) party to the property or its contents during cabin guest(s) occupancy. Any damages or violations may result in the loss of all or part of the \$200.00 security deposit and that we reserve the right to further bill him/her for additional cleaning or repairs.

5) DISPUTES: This Agreement shall be governed by and interpreted in accordance with the laws of the State of PA and shall be treated as though it were executed in the County of Warren, State of PA. Any action relating to this Agreement shall be instituted and prosecuted by the State of PA. Guest(s) specifically consent to such jurisdiction and to extraterritorial service of process.

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). Occupancy is limited to registered guests only. Absolutely no overnight guests are allowed. Occupancy by more than the stated number of guests will result in the termination of the rental and the forfeiture of all rental fees and deposits. Please notify us at least 24 hours prior to arrival if you cabin guest count changes.

7) CHECKS: Entire payment must be received no later than 30 days prior to the stated arrival date. Checks should be made out to Deer Head Inn. A \$35.00 service charge will be incurred on all checks returned for lack of sufficient funds.

8) CHECK-IN/CHECK-OUT TIME: Guest acknowledges and understand that check-in time is no earlier than 4:00 PM. You are welcome to check with us the night before to see if arriving any earlier on the arrival date is possible. Check-out time is no later than 11:00 AM on the date stated in the rental period. Guests not leaving by stated check-out time, without permission, will be assessed a rate of \$50.00 per hour.

9) NO FIREWORKS: The occupancy and use of the premises shall not be such as to place the property in danger of damage or to disturb and/or offend area neighbors or residents. We reserve the right to terminate this agreement and request loud or unruly guest to vacate the premises immediately. Said discharge shall not result in the refund of any rental fees.

10) EARLY DEPARTURE/LATE ARRIVAL POLICY: 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 or on

the premises, cabin guest will be removed from the property and agrees that the full rental fee and \$200.00 deposit will be forfeited and 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 porches/decks, your \$200.00 security deposits will be forfeited. The entire cabin is designated as a **Non Smoking Area**.

13) WILDLIFE: The cabin is located in the mountains. As such, you are likely to encounter wildlife (deer, bears, raccoons, snakes and bugs or various types, including wasps and/or hornets, etc.) Oak Alley Cabins (aka: Robert Brace & Sons, Inc.) and its affiliates will not accept responsibility for any injury caused by said wildlife.

14) 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 Owner harmless with respect thereto. Cabin guest(s) hereby agrees to indemnify and hold cabin referred to as Oak Alley Cabin and or its affiliates harmless from any and all claims, including those of third parties, arising out of or in any way a result of the cabin guest use of the premises or items, therein.

15) LOSS OF PERSONAL ITEMS: Cabin guest acknowledges and understands that each guest, or guardian is solely responsible for any loss by any person while in residence including the loss of jewelry, money or any other personal item. We will do our very best to return any lost or forgotten items at the guests' expense.

16) Owners will not be held responsible for the failing of any other company service due to said company's error or service interruption. (i.e. electricity, satellite, water, gas, etc.). However, we guarantee that we will do all that is humanly possible to remedy any issue in the shortest time possible.

17) HOME FURNISHINGS, EQUIPMENTS, ETC: Moving of any furniture or decor 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 bring any inside furniture or chairs outside or on the porches. Loss of these items, as well as damage to any property or furnishings in excess of normal wear and tear will be charged to you, the guest(s).

18) KEYS: All keys must be left in the cabin upon departure. Cabin guest(s) are responsible for cost of re-keying if locksmith is required to come out due to lost or non-returned keys.

19) 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 prior to arrival date will result in the forfeiture of one-half of the rental deposit (\$100.00). Cancellations made less than 14 days' notice, but at least 7 days prior to arrival date will result in the full forfeiture of the rental deposit (\$200.00) Cancellations made less than 7 days prior to the planned arrival date will result in a charge of the FULL rental charge. ALL CANCELLATIONS MUST BE MADE IN WRITING & EMAILED TO bracefarmsinc@gmail.com or CERTIFIED MAIL to Robert Brace & Sons, Inc., 1131 Route 97 Box 338, Waterford, PA 16441.

20) NO FIREARMS or ATVs: Any guest(s) found to have in their possession a firearm or AN while staying at the cabin, will be dismissed from the cabin immediately and no refund will be provided.

21) CAMPFIRES: Campfires are permitted in the designated campfire area only. Guest(s) will be held liable for any misuse of the fire and fire area.

22) CLEAN-UP: Please leave the cabin in the condition you found it. All trash should be removed and placed in the outside trash receptacle.

Please PRINT, SIGN and MAIL ENTIRE AGREEMENT along with a copy of valid driver's license to:
 Deer Head Inn, LLC c/o Robert Brace & Sons, Inc. **Make checks payable to: Deer Head Inn**
 1131 Route 97
 PO Box 338
 Waterford, PA 16441

Print Name

Phone#

Signature

Date

Address

City, State, Zip

Number of Persons Occupying Unit: Adults: _____ Children: _____

Please print names of persons occupying cabin

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