

CAVE CREEK CABIN - SHORT TERM LEASE AGREEMENT

Lease made this ___ day of _____, 20___. by Paula Dominique, Agent for the owner, Jeff Formica hereinafter called the "Landlord."

WITNESSETH, That the Landlord hereby leases to the Tenant, the premises located at Cave Creek Cabin, Newton County, Arkansas. Check in time is at 2:00 p.m. Arrive _____, 20___, and check out time is at 11:00 a.m. Depart _____, 20___.

The Landlord hereby anticipates receipt from the Tenant of \$_____ as payment. This short term lease serves as receipt thereof. Rental details are: Rent \$_____, Tax \$_____, Cleaning \$100 for parties of 10 or more, Security/damage deposit \$150. A signed copy of this lease and payment are due upon receipt.

The following main tenancy rules apply to this rental lease (additional conditions on page 2):

1. That no more than ____ (__) persons will occupy said premises unless Landlord notified and additional per person fees paid.
2. That no pets will be permitted unless Landlord approves and pet fee is paid.
3. That the Tenant is an adult of at least 25 years of age who agrees to accept liability for all damage, breakage and/or loss to the premises(other than normal use) caused by Tenant or Tenant's guests. If damages are in excess of the \$150 damage/security deposit, Tenant agrees to reimburse Owner for all costs incurred to repair or replace the damaged item(s).
4. That the Landlord will provide items as listed on page 2.
5. That the Premises is a non-smoking property.
6. That non-refundable monies (security of \$150 that guarantees your arrival) have been paid to reserve dates and that any cancellations within 45 days of planned occupancy date are non-refundable. Equitable stay dates will be offered.

Landlord: Paula Dominique
Address: P.O. Box 62
Cecil, AR 72930
Phone: 479-667-2368
Email: pauladom@centurytel.net

Tenant: _____
Address: _____

Phone: _____
Email: _____

BINDING EFFECT:

The provisions of this rental agreement shall be binding to the benefits of both parties upon signing the agreement and the receipt of rental deposit.

Tenant: _____ Date: _____

Additional tenancy rules that apply to this rental lease:

1. Owners do not assume any liability for loss, damage or injury to any persons occupying property or the personal property of such persons. Tenant agrees to use caution when occupying property and ensure appropriate supervision of children.
2. Renters are advised to bring cell phones, as there is no phone service in the house.
3. We ask that you leave the house in the same good condition you found it in upon arrival, and that you NOT take the liberty of moving furniture or kitchen items.
4. Owner strives to maintain property in optimum working condition, but appliance issues and mechanical problems can arise. No refunds will be given for short-term appliance or mechanical failures. Should a mechanical malfunction occur during your stay, please notify Landlord or Housekeeping for prompt action to be taken.
5. Blankets, covers, fitted and flat sheets, pillows, and pillow cases provided for one king bed, two double beds, two sleeper sofas, and flat sheets for six bunk beds. You may opt to bring sleeping bags for the bunks; kids like the “campout” atmosphere. We provide bath linen, cookware, utensils, dishes, coffee maker, blender, flatware, microwave, toaster oven, and waffle iron. Bring your own charcoal, lighters, and fuel for the full-size grill. We sell firewood for \$10/bundle, if available. Please do not build fires inside the cabin in June, July and August or when outside temps are above 80 degrees. We do not provide matches, candles, flashlights, work tools, sunscreen or insect repellent for you or your pets. We provide emergency bottled water for drinking and cooking in case of power and well pump failure. Power is usually restored quickly. Provided items listed here supersede any online list. Please bring your own take-home storage containers and leave no food in the refrigerator when you depart.

SECURITY/DAMAGE DEPOSIT REFUND

To assure a full refund of the damage/security deposit, please see that the following items are taken care of before you depart the cabin.

- All trash is bagged and placed by basement French doors. Do NOT place trash outside – it attracts critters and vermin. Housekeeper has to haul it to her home for disposal and prefers to keep her vehicle vermin free.
- All dishes are washed and put up, no provided kitchen items are missing.
- Linens are undamaged - not used for pets, cleaning or as beach towels.
- There is no damage or excessive cleaning required due to your rental.
- There was no smoking in the house, no butts in the yard, drive or trash.
- There is no evidence of four-wheeler/ATV usage on the property.
- Thermostats are set at 60 in winter or 78 in summer upon departure.
- All keys are returned to the gate lockbox and gate is closed and locked.

A full forfeiture of property security deposit applies if evidence, smoking inside cabin or ATV usage or the presence of pets was found, unless applicable pet fees were paid. Our biggest outlay is for HVAC. Full forfeiture of deposit applies if units are not set at the indicated temps, or windows and doors are left open when you depart as housekeeping may not clean that same day.