

12 Stones Guest Farm LLC
Rental Agreement
and Regulations

1. CHECK IN TIME IS AFTER 4 PM CST AND CHECK OUT IS 11 AM CST. No early check ins or check outs unless previously arranged with host. This agreement does not create a tenancy or residence. You must depart at the agreed date and time.
2. This is a NON SMOKING property. If you smoke you will be asked to leave without a refund.
3. Pets are not allowed on property.
4. We will not rent to vacationing students or singles under 21 years of age unless accompanied by an adult, guardian or parent.
5. Damage deposit: If you have not booked through one of our online services (i.e. : VRBO, Airbnb), upon your arrival, we will need to record a credit card number in the event that damage occurs to the property during your stay. The card is not utilized provided the following provisions are met
 - a. No damage is done to the home or its contents, beyond normal wear and tear.
 - b. Prior to your departure, all debris, rubbish and discards are placed in the outside trash can and soiled dishes are washed and placed in the drying rack. Used sheets are removed and left in a pile on top of the beds they came off of. Fold blankets separately and leave on bed as well. Place dirty towels in wicker basket in the bathroom
 - c. All charges accrued during the stay are paid prior to departure.
 - d. No linens are lost or damaged.
 - e. No early check in or late check out, unless arranged in advance.
 - f. The property has not been smoked on.
 - g. The renter is not evicted by the owner or the local law enforcement.
 - h. There is no damage to the hot tub cover from children or others sitting on top.
6. Payment and cancellation policies are detailed in VRBO and AirBnB pages.
7. MAXIMUM OCCUPANCY: The maximum number of guests is limited to 6 unless special authorization is given by the owner for additional guests.
8. House parties and illegal substances are strictly prohibited and are grounds for immediate eviction.
9. This property requires a two night minimum stay.
10. INCLUSIVE FEES: Rates include a one-time linen/towel set up. Owner shall provide utilities, furniture, fixtures, linen, and towels.
11. NO DAILY MAID SERVICE: while linens and bath towels are included in the cabin, daily maid service is not included in the rental rate. We suggest you bring beach towels if going to the creek, lake or water park. We do not permit towels or linens to be taken off the property. You have full use of laundry facilities.
12. RATE CHANGES: Rates, terms, and conditions subject to change without notice. Rates are locked in once the reservation is confirmed.
13. 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.
14. WRITTEN EXCEPTIONS: Any exceptions to the above mentioned policies must be approved in writing in advance.
15. LIABILITY: Owner shall not be liable to Tenant, Tenant's guests, licensees, or invitees or any other person for any injury, illness, accident, loss, or damage to any person or property in the cabin or on the property. Tenant shall hold Owner harmless and indemnified from and against all loss, injury, or damage occasioned by the use or misuse

of any part of the premises, parking area, creek, pastures, hillsides, woods, or community, and from or against any omission, neglect, or default of Tenant, his/her guests, licensees, or invitees.

16. CREEK: Swan Creek is a year round creek, but please note that waters rise quickly in the creeks in this region during and after a rain and the undercurrent will be swift. Please use extreme caution at all times in the creek and do not attempt to enter a creek or cross when the water has risen and/or is traveling swiftly. Children are not to use the creek without adult supervision. Please plan for your safety and remember that a cell phone may not get reception in the hills, valleys and bluffs of the Ozarks.

By signing below, I (on behalf of myself, my party/group/family) agree to all terms and conditions stated above and certify that I will be held responsible for the care of the property being rented under my name. I accept full responsibility on behalf of my party/group/family for damages or extra cleaning charges should they be discovered during or after departure.

Print name: _____

Signature: _____

Date: _____

Address: _____

The following credit card information for damage deposit ONLY. If there is no damage to the cabin or its contents, this information is not utilized.

(This information is not needed if booked through VRBO or Airbnb)

Type of card: _____

Credit card number: _____

expiration date: _____

Security code: _____

Authorization given to use credit card on file for damage deposit: _____

WINTER WEATHER ADDENDUM: If there are travel advisories between origination/destination points making arrival hazardous, then two options are permitted: 1) Move the money collected to another arrival date (If in the same season rate period, there will be no additional charge. If in another season, the season's rate difference will be applied.) 2) Refund money collected (Money will not be refunded unless cancellation is totally due to hazardous travel due to inclement weather.)

12 STONES GUEST FARM LLC
ACKNOWLEDGEMENT OF GUEST RESPONSIBILITY, EXPRESS
ASSUMPTION OF RISK, AND RELEASE OF LIABILITY

I understand that during my stay at 12 Stones Guest Farm if I choose to use the grounds for any activity including, but not limited to, hiking, fishing, swimming, canoeing, kayaking, helping with farm chores, I may be exposed to a variety of hazards and risks, foreseen and unforeseen, which are inherent to Ozarks topography and a working farm and cannot be eliminated without destroying the unique character of the land. These inherent risks include, but are not limited to, the dangers of serious personal injury, property damage, and death (“Injuries and Damages”) from exposure to the hazards of the terrain, and 12 Stones Guest Farm, LLC has not tried to contradict or minimize my understanding of these risks. I know that Injuries and Damages can occur by natural causes or activities of other persons, animals, other guests, or third parties, either as a result of negligence or because of other reasons. I understand that risks of such Injuries and Damages are involved in outdoor activities and I appreciate that I may have to exercise extra care for my own person and for others around me in the face of such hazards. I further understand that there are no rescue or medical facilities or expertise provided on the farm necessary to deal with the Injuries and Damages to which I may be exposed.

12 Stones Farm, LLC neither promotes nor provides equipment, animals, or supervision for outdoor activities on the Farm. In consideration of permission to use the land during my stay, I confirm my understanding that:

- I have read any rules and conditions applicable to the use of the property.
- This agreement is intended to be as broad and inclusive as is permitted by law. If any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this agreement shall not be affected thereby and shall remain valid and fully enforceable.
- To the fullest extent allowed by law, I agree to **WAIVE, DISCHARGE CLAIMS, AND RELEASE FROM LIABILITY 12 Stones Guest Farm, LLC**, its officers, directors, employees and agents from **any and all liability** on account of, or in any way resulting from Injuries and Damages. I further agree to **HOLD HARMLESS 12 Stones Guest Farm, LLC**, its officers, directors, employees, agents, trustees from any claims, damages, injuries or losses caused by my own negligence while using the property. I understand and fully intend that this assumption of risk and release is binding upon my heirs, executors, administrators and assigns, and includes any minors accompanying me.
- I have read this document in its entirety and freely and voluntarily assume all risks of such Injuries and Damages on behalf of myself, my party/group/family and any invitees.

Name: _____ Date: _____

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Signed: _____ Dates of stay: _____