



## *Cabins of Birch Hollow Rental Agreement*



***Our deluxe mountain homes are owned by private individuals who take great pride in the quality of their property. They are cleaned and maintained by a dedicated staff to make your stay here as enjoyable as possible.***

***As our guest, you are responsible for taking care of the property, furnishings and grounds as if this were your own home, and for leaving the home as you found it! You are also responsible for the behavior of your guests!***

***If there is a serious problem requiring immediate attention, please contact Dale (606-663-0005) within one hour of your arrival so that any problems can be dealt with quickly.***

***In order to leave the cabin in the same condition in which you found it, and to avoid additional charges, you are expected to complete the following tasks prior to your 11:00 AM departure:***

- 1. Garbage.** Place all garbage into clearly marked garbage bins located outside the cabin. 2-3 trash bags are provided for you for a 2-3 day stay. If you are staying longer, we will bring more trash bags to you, as needed.
- 2. Clean Kitchen.** Wipe all kitchen surfaces so that they are free of grease and food. Empty the refrigerator completely. Place soiled dishes in the dishwasher and start a load (using the dishwashing detergent tablets provided in the white dish on the counter or in the window sill), or hand wash all dishes.
- 3. Linens.** Start a load of towels in the washing machine (using the detergent and bleach tablets provided on the washing machine or left on the dining room table – put the tablets in the tub, not in the dispenser). Strip the sheets and pillow cases (not the mattress covers, bedspreads or blankets) from the beds and place them in the utility room or by the washing machine.
- 4. Furniture.** If furniture has been moved during your stay, return it to its original location, to avoid a charge to you if we have to move it back.
- 5. Thermostat / Lights.** During your stay, please set the AC no lower than 75 degrees in the summer, or the heat no higher than 68 degrees in the winter. Upon departure, please set the thermostat to 80 degrees in the summer, or 58 degrees in the winter. Turn off all lights, lock all doors and windows, and return the key to the lock box at the front door.
- 6. Report Damages.** Report any damages by phone, text or email upon your departure so that repairs can be promptly scheduled. If you paid the \$39 Peace-of-Mind Damage Waiver fee, you MUST report accidental damage to Dale as soon as possible in order for up to \$1,500 in damages to be covered, subject to the terms and exclusions specified in the agreement you signed. If you chose NOT to purchase the damage waiver, you will be responsible for the cost of repairing damage to the property that occurred during your stay.

### **Rental Policies – Please Read Carefully to Avoid Additional Charges**

***We pride ourselves on our attention to detail and quality workmanship, as this is how we attract good customers like you and keep our owners satisfied. When our policies are not followed, we must charge for negligence or damages that are not covered by the \$39 Peace-of-Mind Damage Waiver. We hope you understand our commitment to keeping our cabins the premiere accommodations in the area. Once you experience our premiere cabins, we know you'll appreciate our policies.***

**This page has been read and is understood. Please initial here \_\_\_\_\_**

1. **Check-in is at 3:00 PM and check-out is no later than 11:00 AM.** It is very important that these check-in and check-out times be upheld in order to give our cleaning staff enough time to thoroughly prepare each cabin for our incoming guests, to determine if previous guests left personal items behind before new guests arrive, and to make emergency unanticipated repairs. Late checkout may result in a charge up to an additional day's rental.
2. **Keys must be returned to the lock box at the front door at check-out.** There will be an additional **\$100** charge for keys not returned, to cover the cost of having the locks promptly changed after your departure.
3. **No Smoking Policy.** Smoking is permitted outside and on the outside decks only, where ashtrays are provided. Evidence of smoking inside the cabins will result in a **\$200** charge to cover additional cleaning and odor/smoke removal. Many of our guests are sensitive to smoke and complain about the smell of smoke. Expenses related to violation of the No Smoking Policy are NOT covered by the \$39 Peace-of-Mind Damage Waiver.
4. **No Pet Policy.** Four of our cabins (Mane Stay, Mountain Spirit, Sundance, Woodsman) allow pets, for an upfront non-refundable **\$50 pet fee per pet**, with a limit of 2 pets. If evidence of pets is found in the cabins that allow pets, but no upfront fee was paid, the \$50 pet fee per pet will be immediately assessed. Guests will be told to leave immediately (with no refund) if pets are found in cabins with a No Pet Policy, and a **\$200** additional cleaning fee will be assessed for this policy violation. Some of our guests are allergic and/or sensitive to pet odors or fur, and we must thoroughly clean and deodorize after pets have been in the cabins. **Pets must be caged if left unattended in cabins.** Expenses related to violation of the No Pet Policy are NOT covered by the \$39 Peace-of-Mind Damage Waiver.
5. **Furniture Policy.** Furniture should not be moved, or should be returned to its original location, by our guests. An additional \$50 fee will be assessed for moving furniture back to its original position.
6. **Maximum Number of Guests.** The maximum number of guests permitted per cabin varies from cabin to cabin and is posted on the cabin website. This restriction is imposed by the State Fire Marshall for your safety. Cabins are patrolled continuously, and you and your guests will be told to leave immediately with no refunds if you exceed capacity.
7. **Television Service.** All units are equipped with a color TV and DVD player. We will attempt to promptly handle TV/DVD issues reported to us **before 6:00 PM**, however no replacement or repair is guaranteed, and no refunds or discounts will be given for TV/DVD malfunctions. Because our cabins are remote, Satellite and DirecTV service may be intermittent. We suggest you bring your favorite movies and games to enjoy.
8. **Repair Issues.** We will make every effort to resolve any problems or needed repairs reported to us **before 6:00 PM**. No repair is guaranteed, and mechanical failures will not guarantee a refund.
9. **Campfires.** For the safety of our guests, fires are allowed only in designated fire pit areas outside (or in the outside wood-burning fireplace located at Lakewood).
10. **Excessive Noise / Inappropriate Behavior.** Out of respect for all guests, excessive noise or inappropriate behavior is prohibited. In the event of excessive noise or other inappropriate behavior, or if complaints are received from other guests regarding excessive noise or other inappropriate behavior, you will be told to leave immediately with no refunds.
11. **Driving Conditions.** Most roads in Birch Hollow are private. Some are steep, and most are gravel. We highly recommend 4-wheel or all-wheel drive vehicles. Guests must exercise caution and drive at their own risk. Birch Hollow is **not** responsible for expenses for towing to pull vehicles out of ditches or for vehicle repair. If roads become too dangerous to drive due to unforeseen weather conditions, those roads will be blocked off.

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12. **Hot Tubs.** Hot tubs are not approved by the Powell County Health Department, but they are checked, cleaned and treated before every guest arrives. Management and owners are not responsible for health issues related to use of the hot tubs. **Use them at your own risk!!** Hot tub rules are posted near the hot tub or inside the cabin near the hot tub. **READ THE RULES BEFORE USING THE HOT TUB!!** If any type of abuse requiring draining of the hot tub is discovered, the cost to drain, fill and treat the hot tub (\$200 minimum) will be assessed. We make every effort to keep hot tubs functional; however there is no guarantee that mechanical failure can be repaired. There will be **NO REFUNDS OR DISCOUNTS** due to any hot tub malfunction. **Keep cover on hot tub when not in use to maintain temperature and keep hot tub clean.** Expenses related to any type of damage to the hot tubs, covers and lifters are NOT covered by the \$39 Peace-of-Mind Damage Waiver.
13. **Locking Cabin.** Guests must lock all cabin doors and windows at any time the cabin is not occupied.
14. **Extra Cleaning Charges.** If you complete the first five tasks listed on the first page before your departure, the cabin should be left in the same condition as when you arrived, except for the bed linens left for the cleaning staff to wash. If our cleaning crew finds that the property and/or grounds require extra time and effort to clean because you failed to leave the property in good condition and/or did not complete these tasks, an additional cleaning fee of **\$50 per hour** will be assessed.
15. **Missing / Damaged Items.** Inventory is taken prior to check-in and after check-out, including accounting for all towels, bed linens, pillows, etc. The cost to replace missing or damaged items, or to repair damage to the property, furnishing, and/or grounds, will be assessed to the guest responsible, unless the damage is covered under the specific terms and exclusions of the damage waiver. **NOTE: Management or Owner shall NOT be responsible for damage to or loss of tenants' personal property.** Any personal items left in cabins are held for two weeks. If you pay the shipping costs, plus a \$25 handling fee, we will ship forgotten items to you as soon as your funds are received.

**NOTE: ANY ADDITIONAL CHARGES WILL BE ASSESSED AGAINST YOUR CREDIT CARD ON FILE, UNLESS COVERED UNDER THE TERMS AND EXCLUSIONS OF THE PEACE-OF-MIND DAMAGE WAIVER**

Finally, for the safety of all our special guests, *please* –

- No **ATV, dirt bikes, or 4-wheeling** on the property.
- **Firearms** are strictly prohibited, and **fireworks** are not permitted.
- **Kentucky state law prohibits transporting firewood across state and county lines because of the possibility of transferring wood-destroying insects and diseases. Do not bring firewood from outside of the county or state into Birch Hollow. Firewood can be purchased and delivered to your cabin – just call Dale at 606-663-0005.**

**Disclaimer:** Neither the owners nor cabin management is responsible for personal injury to guests, or to their guests, during their stay in Birch Hollow. Please be aware that we are invading the habitat of insects, pests and snakes (some poisonous) native to the area, and you may see deer, wild turkey, raccoons, squirrels and many types of birds. While all cabins are routinely treated for common pests, you are likely to see critters of some sort during your stay. Do not leave food out at night, or you may have unwelcome guests at your cabin! Use insect repellent and remember THIS IS SNAKE COUNTRY, so wear heavy boots and thick jeans when hiking or playing in the creek to protect yourself and your guests.

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*Tips. If you are pleased with the cleanliness and service of our staff, gratuities are greatly appreciated. Thank you in advance for thinking of our hard-working crew members.*

*Thank you for choosing Cabins of Birch Hollow for your deluxe mountain getaway. We realize you have many choices in your selection of accommodations, and we appreciate your choosing us.*

**NOTE: A copy of this rental agreement can be found in the notebook in your cabin and on our website, for your reference and review.**

Cell Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Driver's License Name: \_\_\_\_\_ Number: \_\_\_\_\_

License Plate Number: \_\_\_\_\_ State: \_\_\_\_\_

Make, Model Year & Color of Vehicle: Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Color: \_\_\_\_\_

Name of Cabin: \_\_\_\_\_ # of People Staying in Cabin: \_\_\_\_\_

Did you pay the optional \$39 Peace-of-Mind Damage Waiver? Yes \_\_\_ No \_\_\_ (If Yes, sign and date the separate damage waiver document.)

By signing below, I confirm that I have read this agreement in its entirety, agree to abide by all terms and conditions, and have received a signed and dated copy of the agreement.

Print Name Here: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CALL DALE SMITH AT THE NUMBERS BELOW:**

**CABIN OFFICE PHONE #: (606) 663-0005 OR (614) 371-4557**

**If no answer, leave a message. Messages are checked frequently and responded to promptly.**

**EMERGENCIES ONLY: If you are unable to reach Dale and have a *genuine* emergency,**

**please contact Sparks Services at (859) 771-3549.**

