

Cabins of Birch Hollow Peace-of-Mind Accidental Damage Waiver/ Protection Plan

An optional \$39 damage waiver fee paid by our guests either at the time of booking or as an add-on after booking will cover up to \$1,500 in accidental damage to the cabin property during a guest's stay, subject to the terms outlined below, provided the damage is reported to management at check-out by guests who have honored all the terms of the signed rental agreement and who have signed and dated this form at check-in. The reported damage will be documented by our staff, who will immediately assess the damage and determine its full extent; determine if the cause was indeed accidental or intentional; and determine the time and cost required to repair the damage or restore the loss before the next guests arrive. Cabin office staff has sole discretion in making these determinations.

This damage waiver is not an insurance policy. The small upfront charge gives our guests peace of mind in knowing they are released from the obligation to cover up to \$1,500 in reported accidental damages that may occur during their stay. It is a plan that eliminates the hassle, expense and inconvenience of front-end security deposits that later must be totally or partially refunded, as well as avoiding the stress of extra charges assessed to a credit card after guests depart and damage is discovered by our cleaning and maintenance staff.

Guests are responsible for reported accidental damages exceeding the \$1,500 maximum covered by this \$39 damage waiver/protection plan, as well as for damages excluded per the specific terms listed below.

Protection Plan Terms and Exclusions

The Cabins of Birch Hollow Peace-of-Mind Accidental Damage Waiver/Protection Plan does **not** release the guest from liability for damage or loss to the cabin property resulting from:

- Damages exceeding the \$1,500 maximum limit for reported accidental damage
- Any type of damage or loss that is not reported directly to the cleaning/maintenance staff at the cabin office at check-out when the cabin key is returned, prior to the guest's departure from the cabin, or as described in the NOTE below
- Intentional abuse or neglect by a guest or by persons the guest invites to the cabin
- Damages of any kind to the hot tubs and/or to pool tables, which are extremely expensive and time-consuming to repair
- Damage from smoking in the cabin, which is expressly prohibited per the terms of the rental agreement
- Damage caused by pets in units where pets are prohibited or damage caused by pets in pet-friendly cabins but for which no upfront non-refundable pet fees were paid at booking
- Gross negligence, defined here as reckless behavior by the guest or by persons the guest invites to the cabin that is characterized by lack of respect and concern for both the cabin owner and for the consequences of such reckless behavior to the cabin property
- Loss, theft or damage to personal property belonging to a guest or persons the guest invites

This damage waiver / protection plan does not release cabin owners from responsibility for the following, which are covered under the cabin owners' insurance coverage:

- Loss or damage caused by natural disasters, including fire, flooding, or acts of "God or nature"
- Loss or damage resulting from bursting water pipes, water line surges, or other water issues over which the guest has no control
- Loss or damage that is considered normal wear and tear for vacation rental properties

NOTE: Guests must speak directly with our manager, Dale Smith, via phone, or contact him via text or email, before or upon departure. If guests are unable to contact Dale by any of these methods, they may place a note in the black secured mailbox "Drop Box" used at Check-In, fully describing the accidental damage. These steps must be taken in order for the damage to be considered properly reported and covered up to \$1,500.

Creative Real Estate Solutions, Inc. serves as the management company collecting and administering the damage waiver according to the terms specified in this document. Its President and Principal Broker is Dale Smith, the developer and manager of Cabins of Birch Hollow.

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

Signature: _____ Date: _____

Cabin Name: _____

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