

# ALPHA OMEGA MANAGEMENT

[www.rentbransonloghome.com](http://www.rentbransonloghome.com)

972-824-4394



## MISSOURI VACATION PROPERTY RENTAL AGREEMENT FOR 3 BEDROOM 1 STORY "BEAR NECESSITY LODGE" RIDGEDALE, MO 65739

WE LOOK FORWARD TO HAVING YOU STAY AND ENJOY OUR LOG HOME. WE HAVE PREPARED A WONDERFUL PLACE FOR YOU AND YOUR FAMILY. PLEASE ENJOY OUR HOME AND KEEP IN MIND YOUR SAFETY AND OTHERS. PLEASE REVIEW THIS 9 PAGE DOCUMENT AND COMPLETE AND FAX THE (Pg 1,2,8,9) TO **972 317 4546 FAX. RENTBRANSON@GMAIL.COM**

THIS AGREEMENT ON \_\_\_\_\_ 2010 BETWEEN MANAGER: ALPHA OMEGA MANAGEMENT, LLC

972 849-6363 PHONE AND YOU THE RENTER,

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Drivers License # \_\_\_\_\_ State: \_\_\_\_\_

Address: Street, city \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

E-Mail \_\_\_\_\_ Phone # \_\_\_\_\_

Cell # \_\_\_\_\_ Emergency Number/Name \_\_\_\_\_

Where on the Internet did you find us \_\_\_\_\_

All Guests that will be staying in Log home: (Maximum 8 people)

\_\_\_\_\_ Age \_\_\_\_\_

\_\_\_\_\_ Age \_\_\_\_\_

\_\_\_\_\_ Age \_\_\_\_\_

\_\_\_\_\_ Age \_\_\_\_\_

\_\_\_\_\_ Age \_\_\_\_\_

\_\_\_\_\_ Age \_\_\_\_\_

\_\_\_\_\_ Age \_\_\_\_\_

\_\_\_\_\_ Age \_\_\_\_\_

Total Period: Date of Check in 3PM \_\_\_\_\_, 2010 Date of Check out 11AM \_\_\_\_\_, 2010

Day of Week of Check in: \_\_\_\_\_ Date of Week that you Depart: \_\_\_\_\_

### MISSOURI VACATION PROPERTY RENTAL AGREEMENT

**Rent:** The Renter shall pay the Owner total rent in the **sum of \$ \_\_\_\_\_**, which includes all utilities, **plus a security deposit of \$ 150.00 if you are paying with a check**, which will be refunded providing no damage is done to the Rental Property or its contents, and the Rental Property is cleaned and in the same condition as it was in at Check-In Time.

The initial deposit paid at time of reservation is 30%. Final Balance to be paid 14 days before arrival.  
If booking within 30 days of arrival, the total amount is due within 10 days of booking or before check-in.

<b>Sun - Thursday nights</b>	\$ _____	
<b>Fri/Sat nights</b>	\$ _____	
<b>TOTAL RENT</b>		\$ _____
<b>Missouri Hotel tax 6.1%</b>		\$ _____
<b>Cleaning Fee</b>		<b>90.00</b>
 <b>Total</b>		 \$ _____
 <b>Deposit paid with Check # _____</b>		 \$ _____
 <b>Balance IF ANY Due in Full 14 days before arrival date</b>		 \$ _____
 <b>Send separate check for SECURITY DEPOSIT (refundable) \$ 150.00</b>		
<b>IF PAYING WITH CREDIT CARD THIS IS NOT NEEDED</b>		
<b>Check # _____</b>		

**Checks payable to MckBudd Vacation Rentals, and mailed to 3605 Yucca Drive Ste 202, Flower Mound TX 75028.**

I, certify, under penalty and perjury, that I am 25 years of age, or older, and I am the holder of the credit card account or checking account used for rental and/or deposit. I agree with this agreement and authorize Alpha Omega Management/McBudd Vacation Rentals or their agent to debit the initial deposit and other applicable charges from the credit card account or checking account submitted by you, the renter. In case of default by renter and non collection, guest agrees to pay for all court costs, attorney fees and collection costs. I have read the remaining pages of this agreement. Total pages 9.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Renter**

YOU CAN SUBMIT THIS ELECTRONICALLY AT END OF AGREEMENT OR YOU CAN PRINT IT AND FAX IT.  
If paying by check please fax copy of check along with agreement. Once signed agreement is received an information packet along with your code to access the key in the lockbox will be provided. This will be sent via email unless otherwise directed.  
**FAX THIS PAGE TO 972 317 4546 once completed and signed. OR SUBMIT ELECTRONICALLY ON PAGE 9.**

## MISSOURI VACATION PROPERTY RENTAL AGREEMENT

### Details of Agreement

Confirmation of the reservation will be mailed, faxed, or emailed to Renter upon receipt of the initial reservation deposit. It is Renter's responsibility to review the confirmation for accuracy of dates, mailing address, number of adults and/or children and accommodations, and to notify Owner of any errors within 2 days of receipt.

#### **Security Deposit:**

The security deposit will be held. This will be paid by check. It is the obligation of the Renter to surrender the Rental Property in good clean condition by the time specified, except for reasonable wear and tear. Renter shall pay for any damage to the Rental Property caused during his/her possession, or for any cleaning required by Renter's failure to leave the Rental Property in a clean condition. The security deposit will be returned by regular mail to Renter, minus the costs to repair or replace any damage or loss to the Rental Property or the contents thereof, and any other charges and expenses for which Renter is responsible pursuant to the terms of this Agreement. The Owner may retain the deposit for violation of the Terms and Conditions of the Rental Agreement.

#### **Description of Rental Property:**

The Rental Property consists of a cabin/home located on **Freund Ridgedale, MO 65739**. The Rental Property is comprised of the following rooms: 3 bedrooms each with the following: One King size bed, One Queen, and Two Twin Beds. There is a pull out sofa beds in the Great Room. Linens ARE provided. A full supply of linen is provided. Bed linen and bath towels are provided and will not be changed during the Rental Period. Laundry facilities are provided inside the home. Owner will attempt to provide a sufficient supply of bath soap, toilet tissue and trash bags, based on the number of registered occupants; however, there is no guarantee that the supply of any of these items will be enough to last to the end of the Rental Period. Any additional items must be provided by Renter at Renter's sole expense.

The Rental Property is fully furnished and equipped with air-conditioning controls, washer & dryer, cable / satellite television, microwave oven, and all kitchen appliances, dishes & utensils. Certain storage boxes in the Rental Property are locked for the Owner's personal storage and are not included in this lease. These storage areas are clearly locked denoting them as private, and are strictly off-limits. Alpha Omega is inventoried and inspected before and after each occupancy. If damage or missing items exceeds the \$ 150 security deposit, Renter(s) agree to pay such damages upon receipt of damage notification.

#### **Notice to Owner of Repairs Needed:**

If the Rental Property or any of the contents are damaged, not working or otherwise in need of repair or replacement, the Renter must promptly notify the Owner. The Owner will have a reasonable amount of time to make repairs. If the Renter must vacate the premises because of damage not resulting from the Renter's act or neglect, the Renter will be refunded the rent for such period of time that the Renter is unable to occupy the Rental Property, prorated on a per diem basis commencing on the date that the Renter was forced to vacate and calculated to the date on which the Renter was able to re-occupy the Rental Property or the end of the Rental Period, whichever comes first. If the Rental Property is totally destroyed, this Rental Agreement will terminate and the Renter will pay rent up to the date of destruction.

The Owner is not responsible for any inconvenience or interruption of services due to repairs, improvements, or any reason beyond the Owner's control, and no refund will be given in this event. Renter understands and agrees that Owner may enter the Rental Property at any time for the purpose of making needed repairs.

## MISSOURI VACATION PROPERTY RENTAL AGREEMENT

### **Cancellation:**

In the event that the Renter cancels the reservation for any reason, a \$ 100.00 cancellation fee will be charged. If the cabin can be re-rented a full refund will be made. If the cancellation occurs at least thirty (30) days prior to the Check-In Date and the Owner is unable to re-rent the Rental Property by the Renter's Check-In Date, the Renter will be liable for thirty (30%) percent of the rental costs. If the cancellation occurs less than fifteen (15) days of the Check-In Date, all monies paid by Renter will be forfeited if the Rental Property is not re-rented by the Check-In Date. Owner will make all reasonable efforts to re-rent the Rental Property by the Check-In Date.

### **No Show:**

If the Renter does not show up within twenty-four (24) hours following the Check-In Time, and has failed to contact the Owner regarding any delay in arrival, the Renter will be considered a "no show" and shall be liable to the Owner for the total amount of the Rent and other charges as set out in Section 4 of this Agreement.

### **Double Booking**

This has never happened in the four years of business. In the event that Renter's reservation for the Rental Property is double booked with the reservation of another Renter, Owner reserves the right to relocate Renter to a different rental property within the Owner's rental program or that of another company. Every effort will be made to ensure that the replacement property is reasonably comparable to the original Rental Property. Owner shall have the sole right to select such replacement rental property. Owner agrees to pay any additional charges due in excess of the rental amount for the Rental Property, and refund any amounts paid by Renter in excess of the rental amount for the replacement property. Renter will have the option to (i) accept the replacement property or (ii) reject the replacement property and receive a refund of all rents and fees paid for the Rental Property. Renter agrees that Renter's choice between these two options will be Renter's sole remedy for any and all damages, liability, or inconvenience arising out of the double booking.

### **Terms and Conditions**

It is understood and agreed between all parties that the Renter and permitted occupants of the Rental Property will abide by the following terms and conditions, and that any breach thereof will, at the Owner's option, give the Owner the right to declare this Rental Agreement null and void, and said term ended, and the Owner shall have the right to re-enter the Rental Property and remove or have removed all persons therefrom, and in such event, Renter agrees to forfeit all payments made on account of this Rental Agreement and all remedies and rights they may possess hereunder:

Owner will use its commercially reasonable efforts to have the Rental Property ready for occupancy by the Renter at Check-In Time. If Renter is delayed for any reason and is unable to take possession at the Check-In Time, Renter is responsible for notifying the Owner of such delay so that special arrangements can be made for the Renter to pick up the keys.

At Check-In Time, the Renter will be issued 1 set(s) of keys for the Rental Property. Renter is responsible for the cost of replacement and for the costs of re-keying and/or replacement of locks in the event that any keys are lost, misplaced or not returned.

**A \$ 25.00 service fee will be charged for any returned checks.**

*Guests:* No other persons shall occupy the Rental Property at any time, except those registered in this Rental Agreement. Occupancy of the Rental Property is limited to 8 persons. Absolutely no overnight visitors are allowed. Violation of occupancy limits can and will result in all occupants being removed from the Rental Property, and forfeiture of Renter's rent and security deposit.

## MISSOURI VACATION PROPERTY RENTAL AGREEMENT

*Noise:* The Renter shall not make or permit any excessive, disturbing or annoying noise in or on the grounds of the Rental Property by himself, his family, agents, servants or visitors, nor permit such persons to do anything that will interfere with the rights, comforts, or conveniences of neighbors or other persons in the surrounding area. No noise is permitted after [specify time, e.g. 11:00 p.m.].

*Consumption of Alcohol:* There shall be no consumption of alcoholic beverages in or on the grounds of the Rental Property by any minor less than twenty-one (21) years of age, and there shall be no congregation or drinking on the street or adjoining areas surrounding the Rental Property.

**NO Smoking:** There shall be no smoking in or on the grounds of the Rental Property.

*Illegal Drugs:* There shall be no use of any illegal drugs by any Renters, occupants or visitors in or on the grounds of the Rental Property.

**NO Pets:** No pets of any sort are allowed in the Rental Property or on the premises at any time, including those belonging to visiting guests. Violation of this term will result in immediate eviction and forfeiture of all Rent and Renter's security deposit.

*Complaints:* Any complaints to the Police Department concerning the behavior of the Renter, Renter's family, other occupants, guests or visitors while occupying the Rental Property shall, at the Owner's sole option, result in immediate termination of this Rental Agreement.

*Right of Access:* Owner or the Owner's agent shall have the right but not the obligation to enter into the Rental Property and upon the premises, at all reasonable hours, to investigate disturbances, check occupancy, check for damage, to make such repairs, alterations or improvements thereto as Owner may deem appropriate, but the Owner agrees not to exercise this right in such a way as to unreasonably interfere with the quiet enjoyment of the Renter.

**Trash:** Trash bins are located on the front deck of the house.

*Parking:* In the driveway in front of the house. Renter is responsible for ensuring that all occupants and guests park their vehicles in such areas and in such a manner as to comply with municipal by-laws and to avoid causing a hazard or impediment to passing traffic or pedestrians.

**Telephone Charges:** Renter is responsible for payment of all long distance charges made from the telephone(s) on the Rental Property during the Rental Period. Local calls and US Long Distance are free.

*Damage to Rental Property and Contents:* The Renter and all registered occupants of the Rental Property shall be liable for all damages caused during their occupancy. Cost of repairs and/or replacement shall be deductible from the security deposit and additional costs shall include attorney's fees and costs, if incurred in the collection.

*Renter's Personal Property:* The Renter will remove all personal property belonging to the Renter or other occupants at the end of the Rental Period. Any property that is left on the premises becomes the property of the Owner and may be thrown out. Any expenses incurred for removal of Renter's property will be deducted from the security deposit.

*Indemnification:* Renter agree to indemnify and save harmless the Owner from any liabilities, damages, costs or expenses whatsoever arising from or related to any claim or litigation which may arise out of or in connection with Renter's use and occupancy of the Rental Property including but not limited to any claim or liability for personal

## MISSOURI VACATION PROPERTY RENTAL AGREEMENT

injury or damage or theft of property which is made, incurred or sustained by Renter. The term "Owner" as used in this Agreement shall include Owner's heirs, successors in interest, assigns, employees, managers, and representatives where the context requires or permits. The terms "Renter," "You," and "Your" as used in this Agreement shall include Renter's heirs, successors, assigns, guests, invitees, representatives and other persons on the Rental Property during Renter's occupancy (without regard to whether such persons have authority under this Agreement to be upon the Rental Property), where the context requires or permits.

*No Firecrackers or Fireworks*

*No Campers, Trailers or Motor homes to be used or occupied as additional living quarters.*

*Must be 25 years of age or older to reserve the unit and be present the entire stay. No Rental obtained under false pretense.*

### **Breach of Lease, Default by Renter**

Owner and Renter agree that every condition, covenant, and provision of this lease is material. A breach of any condition, covenant, or provision of this lease by Renter will constitute a material breach. For any material breach by Renter, Owner may provide Renter with a written 30-day notice that describes the breach and demands that Renter cure the default. If Renter does not cure the default within the 10 days, or if a cure is not possible, this Lease will be terminated.

In the event of breach by Renter, Owner reserves all rights and remedies conferred under the laws of the State of Missouri, including the right to terminate the lease, the right to immediate possession of the premises, and the right to all damages. Additionally, the parties agree that the following provisions apply to a breach of this lease by Renter:

If Renter breaches this lease and abandons the property before the end of the term, or if Owner terminates Renter's right to possession because of Renter's breach of this lease, Owner may recover from Renter:

The worth at the time of award of the unpaid Rent that had been earned at the time of termination;

The worth at the time of the award of the amount by which the unpaid Rent that would have been earned after termination until the time of award exceeds the amount of the rental loss that Renter proves could have been reasonably avoided;

The worth at the time of award of the amount by which the unpaid Rent for the balance of the Rental Period after the time of award exceeds the amount of the rental loss for the period that Renter proves could be reasonably avoided; and any other amount necessary to compensate Owner for all the detriment proximately caused by Renter's failure to perform Renter's obligations under this lease, or that in the ordinary course of things would be likely to result from that failure.

### **Registered Occupants:**

All occupants of the Rental Property must be listed in this Rental Agreement and each occupant the age of eighteen (18) years and over shall be equally responsible for observing the Terms and Conditions specified in this Rental Agreement. Each adult occupant will be jointly and severally financially responsible for damage done to the Rental Property beyond normal wear and tear. The Renter's signature certifies that Renter is twenty five (25) years of age or over, has read this Agreement, and understands that breaches of any terms can and will result in loss of the security deposit plus any additional costs.

## MISSOURI VACATION PROPERTY RENTAL AGREEMENT

### **Renter's Responsibilities at Check-Out Time:**

At Check-Out Time, the Renter shall give over possession of the Rental Property to the Owner in the same condition of order and repair as it was when the Renter took possession at Check-In Time. Renter shall ensure that all of the following items are taken care of:

- (a) used linens and towels must be deposited by the front door or in bath tub ;
- (b) the furnishings and grounds shall also be left in the same state they were in at Check-In Time;
- (c) all trash must be bagged, taken out and placed in the trash bins provided;
- (d) the air conditioner must be left on 80° or the heat left on 65°, depending on the outside temperature;
- (e) all occupants must vacate the Rental Property by the Check-Out Time. A late check-out fee of \$ 20.00 per hour (or portion of each hour) will be charged for all late check-outs.

In the event that the Renter fails to comply with this Section, the Owner may at his option, complete the work, clean or repair and deduct the cost from the security deposit held by the Owner. Nothing in this lease shall in any way prevent the Owner's right to recover any sum due in excess of the security deposit.

**Acts of God:** Owner shall not be liable for events beyond Owner's control which may interfere with Renter's occupancy of the Rental Property, including but not limited to acts of God, acts of governmental agencies, fire, strikes, war, inclement weather or noise from nearby construction sites. NO REBATE OR REFUND will be offered in these circumstances.

### **Assignment, Subletting, Amendments:**

This Agreement can only be changed by an agreement in writing by both the Renter and the Owner. The Renter may not assign this Rental Agreement or sublet the Rental Property under any circumstances.

### **Entire Agreement:**

This document, including any attachments incorporated by reference herein, constitutes the entire and sole agreement between Owner and Renter with respect to the subject matter hereof, and correctly sets forth the obligations of Owner and Renter to each other as of the date hereof. Any agreements or representations by Owner to Renter with respect to the subject matter of this agreement not expressly set forth herein are null and void.

### **Attorney's Fees**

In the event that it is necessary to retain an attorney to enforce the terms of this Lease, the prevailing party shall be entitled to reasonable attorney's fees and court costs required to do so.

## Instructions and Tips for Enjoying the Hot Tub

Our hot tub is ready and waiting for your enjoyment. It is one of the most popular features of our vacation home. There are some facts you should know about it to make your stay more enjoyable.

The hot tub pump will kick on periodically to circulate, filter and heat the water. It will activate automatically. You do not need to do a thing. It will do this even while the hot tub cover is on. This is normal.

The water level will be filled to the proper amount upon your arrival. Please take care not to splash too much water out, or be tempted to add more water. Altering the amount of water in the hot tub can disturb the chemical balance.

Please carefully remove the hot tub cover when you are ready to enjoy it, **and remember to replace the cover after your relaxing soak**. The cover MUST remain on the hot tub when not in use in order to maintain its temperature.

Please remember that absolutely **NO suds of any kind, oils, or food is allowed in the hot tub**. There is a hose next to the tub to rinse any excess sand that may be tracked in on your feet. This is very important as all of these things affect the filtering system.

When the rules are respected, the hot tub remains sparkling clean and ready for enjoyment. Draining and cleaning out the tub and filter system is very time consuming and costly. Also, after refilling the tub it can take 24 to 36 hours to reheat. Obviously this would not make for a pleasant arrival for our next guest. Therefore, **please note: If the hot tub must be drained and cleaned after your stay, we will charge you a fee of \$200.**

We appreciate your cooperation and your understanding of the hot tub restrictions. Now relax, and soak your cares away!

I have read and understand the hot tub recommendations and rules.

**X**

**date**

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Signature of lead renter required

**FAX THIS PAGE TO 972 317 4546 once signed.**

**SWIMMING POOL & SPA DISCLAIMER**

I fully understand the potential dangers that swimming pools present to infants, children, teenagers, and adults, and I

fully understand and agree to abide by ALL of the SWIMMING POOL RULES listed below.

I agree to hold the property owners/management/individual cabin owners completely harmless against any and all

liability, loss, damage or expense, including, without limitation, attorney's fees and cost of litigation, resulting from

any and all swimming pool accidents or incidents occurring at the property.

I agree to keep the door of the gate that opens to the pool area closed at all times. I also agree an adult must be present to supervise any children or teenagers in the swimming pool area.

I agree to NEVER leave a child or teenager unattended on the property.

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Swimming Pools can be extremely dangerous for unsupervised children and teenagers, as well as adults swimming

alone. Swimming pool accidents can happen to anyone, regardless of swimming ability, therefore we require that the

following rules are strictly adhered to:

**SWIMMING POOL RULES:**

1. All children and teenagers, regardless of swimming ability, are to be constantly supervised by an adult that can swim and is able to jump into the pool to assist a child in danger of drowning.
2. Keep a phone nearby to call 911 in the event of any swimming pool accident. All adults must know the house address.
3. Swimming alone is not permitted, regardless of swimming ability or age.
4. Don't leave any toys in the pool when the pool is not in use. Toys are an invitation for children to explore an unattended pool.
5. No running or jumping around the pool area is permitted.
6. No horseplay is permitted.
7. Be familiar with pool rescue protocols.
8. Be familiar with emergency CPR.
9. No glass items are allowed in or near the pool.
10. Alcoholic beverage consumption is NOT permitted in pool area. Persons under the influence of alcohol must not enter the pool.
11. Please notify us of any potentially dangerous pool or backyard condition that may be present.
12. For sanitary purposes, we respectfully request that all children that are not fully potty-trained wear swim diapers.

**IMPORTANT REMINDER: DO NOT TAKE YOUR EYES OFF ANY CHILDREN IN THE SWIMMING POOL OR SPA AREA. POOLS AND SPAS ARE EXTREMELY DANGEROUS FOR UNSUPERVISED CHILDREN AND TEENAGERS.**

I fully understand everything outlined above, I agree to abide by all swimming pool rules, and I agree to be bound to all terms listed above.

Adult Signatures and printed names:

_____	Printed name: _____	date _____
_____	Printed name: _____	date _____
_____	Printed name: _____	date _____
_____	Printed name: _____	date _____

I accept this reservation agreement \_\_\_\_\_  
signature

CLICK THE RED BOX TO SUBMIT RESERVATION FORM ELECTRONICALLY  
to be sent to rentbranson@gmail.com