

Cedar Lodge

13 Big Tree Lane * Cloudcroft, NM

Rental Agreement

I (Tenant) understand that Cedar Lodge has developed and will develop certain rules related to Cedar Lodge for the benefit of its guests and that as a guest of Cedar Lodge, I will be subject to those rules. Tenant hereby specifically agrees to comply with and abide by all of rules of Cedar Lodge including, without limitation, those listed below, while staying at Cedar Lodge.

1. Absolutely no pets are allowed on the premises.
2. Absolutely no smoking in or around the cabin.
3. No drunken behavior or disorderly conduct.
4. No loud music.
5. No lewd or obnoxious behavior.
6. No fireworks of any kind.
7. No campfires anywhere around the cabin.

Tenant also agrees to take full responsibility for any guest staying with or visiting Tenant at Cedar Lodge, including without limitations, being responsible for any violation by such guests of the entire agreement.

All reservations require \$150 deposit, which includes a \$50 cleaning fee. Cedar Lodge (Owner) accepts Visa, Mastercard, PayPal, check and money order. A \$35 fee will be charged on all returned checks. The purpose of the damage deposit is to enable the Owner to recover some of the expenses incurred for repairing damages caused by obvious abuse or neglect, for special cleaning requirements, or for unnecessary service calls or failure to properly dispose of trash. Tenant will not be obligated to pay for accidental loss or damage to the contents of Cedar Lodge. Any damage must be reported promptly to Owner at 575-937-6877, before checking out of the cabin. If not reported before leaving, Tenant will be charged for damages. Owner may retain deposit for violation of the Terms and Conditions of the Rental Agreement. If additional damages and/or expenses are incurred, Owner will email or fax Tenant an itemized list of expenses that will be charged to Tenant's credit card. A security deposit is not there to inconvenience you in any way. All of our renters are very important to us and we are very thankful for them. The deposit insures that all renters take good care of Cedar Lodge. This will include renters before your arrival and the renters after your departure.

Tenant must be at least 21 years of age to make a reservation. Upon receipt of deposit and signed rental agreement, reservation will be confirmed via email or fax. It is Tenant's responsibility to review the confirmation for accuracy of dates, mailing address, number of guests and accommodations, and to notify Owner of any errors within 2 days of receipt. Total payment is due 14 days before scheduled arrival. If total payment is not received 14 days before scheduled arrival, reservation will be terminated and dates will be reopened for booking without refund. For holiday periods, total payment is due 30 days in advance. If total payment is not received 30 days before scheduled arrival, reservations will be terminated and dates will be reopened for booking without refund.

Published rates are based upon occupancy of 1-4 persons. Each additional person, up to the maximum occupancy, is charged at \$10 per person per night. Cedar Lodge will accommodate up to 8 persons. Any tenant falsely representing the number of people in the cabin or exceeding the number paid for, will be subject to immediate eviction without refund. Number of guests must be guaranteed 7 days in advance (14 for holidays) or no reduction in price if less than reserved number of guests stay.

Cancellation policy: Cancel 14 days in advance and receive full refund, less \$50 cancellation fee. Cancel less than 14 days in advance and deposit is Non-Refundable. Less than 7 days in advance and entire amount is non-refundable, however credit will be issued for a future stay. For holiday periods, cancel 30 days in advance and receive full refund, less \$50 cancellation fee. Cancel less than 30 days in advance and deposit is

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Non-Refundable. Less than 14 days in advance and entire amount is non-refundable, however credit will be issued for a future stay. Number of guests must be guaranteed 7 days in advance (14 for holidays) or no reduction in price if less than reserved number of guests stay. Rate will not be adjusted for different number of guests staying different nights (i.e. 5 people for 2 nights, only 3 people for next two nights). Nightly rate will be based on the highest number of guests staying for any given night.

Tenant is responsible for all nights reserved, regardless of late arrival or early departure. There are NO refunds for "NO-SHOWS". Owner is not responsible for acts of God. Conditions which Owner cannot control (i.e. weather, temperature, rain, snow, disruption of utility services, malfunctioning or missing equipment/appliances/furnishings, etc.) are not considered grounds for a refund. PLEASE NOTE: 4-wheel drive and/or chains are suggested during the winter months.

Check in time is 3:00 pm or later, Mountain Time. Check out time is no later than 11:00 am, Mountain Time. We have limited time to prepare Cedar Lodge for our next guests, therefore if Tenant is not checked out by 11:00 am, and has not received prior approval from Owner for late check out, Tenant will be charged at a rate of one (1) night's rent.

Phone calls may be made from the cabin, but must be kept to a minimum. All calls longer than 5 minutes or in excess of 1 per day, no matter the length, will be charged to Tenant's credit card, in addition to a one-time \$15 service charge.

Key must be left on kitchen counter at check out. Tenant is responsible for lost keys. The property will be re-keyed in the event that keys are lost, misplaced or not returned. All associated costs will be charged to Tenant's credit card.

While Owner will attempt to ensure that all appliances and amenities are kept in good operating condition, Owner cannot guarantee the operation of each item. Please report inoperative equipment to Owner and every effort will be made to have repairs completed as quickly as possible. Any failure is beyond our control and no refund or rent reduction will be given.

Cedar Lodge will be cleaned after each reservation. Please leave Cedar Lodge neat, and reasonably clean. All dishes must be washed and put away, all food removed from refrigerator (except condiments), sheets removed from all beds used, towels put in hamper. Please take your trash with you and deposit in any dumpster in town. Excessive cleaning will be charged to Tenant's credit card at \$25/hour with a one-hour minimum. Excessive cleaning is considered anything beyond changing bed linens, dusting, vacuuming, mopping, cleaning the bathrooms, emptying the wood burner and refilling the wood box. Furniture should not be rearranged, with the exception of the rocking chair. This can be moved, if desired, however please return it to original position when you leave. Tenant is responsible for any broken or missing objects and/or damage to the cabin during Tenant's scheduled stay at the Cedar Lodge. Screens should not be removed from windows, except in case of emergency exit. Children are welcome, however there may be conditions in and around Cedar Lodge that may pose a hazard to them, as well as adults. Cedar Lodge does not assume any liability or responsibility for any injuries occurring during Tenant's stay.

Tenant agrees to indemnify and hold Lisa and Richard Fitzwater/Cedar Lodge and/or agents free and harmless for any liabilities or any loss or damages whatsoever arising from, related to, or in connection with rental of Cedar Lodge. This includes, but is not limited to, any claim or liability for personal injury or damage or loss of property which is made, incurred or sustained by Tenant or guest of Tenant, or any occupants of the premises..

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Credit card number must be provided for guarantee against damages. Tenant agrees to pay all rent and/or any other fees associated with this rental, accept all terms of this rental agreement and accept liability for any damage beyond normal wear and tear during the term of Tenant's stay with Cedar Lodge. If Tenant fails to do so, Tenant understands that these costs will be charged to Tenant's credit card and all credit card sales are final. Any damages found upon arrival or occurring during Tenant's stay must be reported immediately to Owner at 575-937-6877.

TENANT:

SIGNATURE _____ DATE _____

PRINT NAME _____ # IN PARTY _____

RESERVATION DATES From _____ to _____ # OF NIGHTS _____

CREDIT CARD # _____ EXP DATE _____

BILLING ADDRESS _____

CITY/STATE/ZIP _____

HOME ADDRESS (if different than billing address) _____

CITY/STATE/ZIP _____

CHECK # _____

EMAIL _____

PHONE (home and/or cell or work) _____

Please circle one VISA MASTERCARD PAYPAL CHECK MONEY ORDER

Security deposit **PAID** at time of reservation \$ 150.00

Balance to be paid in full by _____ .00

TOTAL RENT PLUS SECURITY DEPOSIT \$.00

MAIL to:

Richard and Lisa Fitzwater (Owners)
Cedar Lodge
PO Box 963188
El Paso, TX 79996

Or **FAX** to 915-595-5496 *Call first, so we can turn on fax machine*
Or **EMAIL** to CedarLodgeNM@yahoo.com