

# Middlefork Ranch Rental Agreement

## Section 1 – Parties, Property, Terms

Upon the terms and conditions herein stated, this Rental Agreement (“Agreement”) is entered into between Michael & Kristen McMillan (“owners”) and the Guest identified below (“Guest”).

### Guest Information:

Name: \_\_\_\_\_

Home Ph: \_\_\_\_\_ Office Ph: \_\_\_\_\_ Cell Ph: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

# Guests staying at Property for Dates Rented: \_\_\_\_\_

**Term:** This agreement is for a Term beginning on \_\_\_\_\_, 20 \_\_\_\_ (“Arrival Date”) and ending on \_\_\_\_\_, 20 \_\_\_\_ (“Departure Date”).

1. **Check-in is 3 pm** and **Check-out is 11am** Early departure refunds are not allowed.
2. **Property:** The short-term vacation rental property (“Property”) is:  
**1510 Old Gasquet Toll Rd Gasquet, CA 95543**
3. **Occupancy Limit:** The maximum number of guests allowed at the Property at any one time is six(6). All guests over the age of two(2) are counted towards the maximum. Any party falsely representing the number of people in the home, or exceeding the maximum may be subject to immediate eviction without refund.
4. **Parking Limit for Property:** The maximum number of cars allowed at the Property at any one time is two(2).
5. **Rental Amount, Fees and Payments:**

It is hereby agreed that the Rent and Fees for the Property are:

Rate:	\$ _____
x Number of days:	_____
= Rent:	\$ _____
+ Cleaning Fee:	\$ _____
+ 8% Bed Tax:	\$ _____
+ Pet Deposit:	\$ _____
<b>= Total</b>	<b>\$ _____</b>

Payment options:

**Credit Card; Paypal; Check**

**Please make checks payable to:**

Mike McMillan

PO Box 16 Gasquet, Ca 95543

**No Reservation is effective until receipt of Final Payment & Signed Rental Agreement**

## Section 2 – Cancellation, Damage, Indemnification, Liability, and Destruction:

1. **Cancellations:** (a) If the Property becomes unavailable to the Guest prior to occupancy, for any reason, Owner agrees to refund the full amount paid to the date of cancellation, and Guest agrees to release any claims against owner. (b) If, for any reason, the Guest cancels this Agreement more than Sixty (60) days from the Arrival Date, Guest will receive a refund of amounts paid, less a \$75 cancellation fee. If cancellation is less than 60 days you will forfeit the full amount of the rental. We do not give credit for early departures or for inclement weather.
2. **Damage Repair and Missing Items:** Responsibility of the Guest's or Guest's visitors; Damages from unauthorized pets, extensive cleaning required and or smoke damage will be the responsibility of the Guest's or Guest's visitors. Guest will be notified of any Excess Damage Costs in writing.
3. **Indemnification and Insurance:** Guest agrees to indemnify and hold harmless the owner of the Property against all loss, damage, expense, and penalty arising from any action of the Guest or visitors of the Guest which causes injury or death to any person or damage to any property.
4. **Casualty or Destruction:** Should the Property be destroyed or rendered uninhabitable by an Act of God (including, but not limited to, hurricanes, storms, floods or fires), or by environmental disaster, or loss of utilities prior to occupancy by Guest, this Agreement shall become null and void, and all payments made hereunder shall be refunded to Guest.

## Section 3 — Middlefork Ranch Policies:

1. **Cleaning:** The property will be inspected and cleaned after departure. Guest is required to leave the property in the same general condition that it was received.
2. **Repairs and maintenance:** Repair and maintenance problems must be brought to owners immediately up on arrival or Guest will be held liable for all such damages or repairs. Appliance malfunctions or service requests will be responded to as quickly as possible. There will be no rebates or refunds issued to Guest for any reason as every good faith effort is made to insure the property is maintained to highest standards.
3. **All Rentals are to Families and Responsible Adults Only:** Guest acknowledges that they will personally occupy the property for the entire term and will not sublet any portion of property. Guest agrees that the property shall not be used for any illegal or unlawful purpose. Guest acknowledges that there will be no possession or use of any illegal controlled substances, firearms, or hazardous items on the property grounds.
4. **Pets:** Pets are not allowed in or on the Property, unless pre-approved
5. **Telephone, Sat and Internet:** Phone is available for Local calls. There is a long distance block on the phone; a calling card is needed for long distance toll calls. Emergency, medical and police can be reached by calling and dialing 911. Internet is provided as a convenience only and is not integral to the agreement. No refunds will be given for outages, content, speed, lack of content, or access problems. It is for browsing only. It cannot handle streaming of movies, games, ect.
6. **Fireworks:** Guest agree that fireworks and other hazardous materials shall not be used on the property
7. **Smoking:** Smoking is strictly forbidden inside the Property. Smoking is only allowed "outside".
8. **Short-Term Rental:** It is expressly understood and agreed that this is a short-term vacation rental, and is not a lease or other long-term residential tenancy agreement. This Agreement is

only for the licensed use of the Property for the stated Term. It creates no property rights in Guest and no rights to renewal or for recurring usage.

9. **Succession, Assignment:** This Agreement is binding on, and the benefits inure to, the heirs and personal representatives of the parties. This Agreement or any rights hereunder, may not be assigned (in whole or in part) by Guest.
10. **Ranch:** Guest understand and agree that Middlefork Ranch is a scenic natural site, with much of it still in its natural state. The ground is uneven, with poison oak, small animals, hillsides, rocks, and other natural hazards. Middlefork Ranch is bounded entirely on one side by the Smith River; and it is accessed (on foot) by a swinging bridge across the Smith River or by driving over a gravel road which is over a mile in length and very steep with switchback curves. Guest assume the risk of renting at Middlefork Ranch
11. **General Terms:** This Agreement and any disputes, legal or otherwise shall be governed solely by the laws of, the State of California; and any lawsuits brought pursuant to this agreement by guest or owner shall be filed in Del Norte County, CA. In any action or legal proceeding to enforce any part of the agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
12. Guest is expected to be courteous to residents and other guests, to be respectful of the rights of others, and to peacefully enjoy the property so as not to be a disturbance to others.

## Acknowledgment:

I/We understand and accept the terms and conditions on all pages of this Agreement.

**Guest Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Guest Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

*Digital Signature Accepted*

*Note, a digital signature is binding by law the same way a physical signature is binding.*

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