

HAWK HOLLOW

PHONE: 847-802-4900

CELL: 847-471-2002

FAX: 847-802-4902

13410 Honeysuckle Drive

Huntley, Illinois 60142

TO CONFIRM YOUR RESERVATION PLEASE:

- 1) Review the contract to make sure all the details are understood and accepted.
- 2) When accepted please sign the contract and email all pages to givan2@comcast.net
You can also fax it to 847-802-4902

Please send a separate check for the \$300.00 security deposit and include a copy of it with the rental agreement

- 3) Mail paperwork and checks to 13410 Honeysuckle Dr. Huntley, Illinois 60142

IF PAYING BY CREDIT CARD

Please let me know if paying by credit card so I can send you a PAYPAL invoice. There is an additional 3% charge to use a credit card.

Please send the \$300.00 check separately for the security deposit

YOUR RESERVATION WILL CONFIRM ONCE THE PAPERWORK AND DEPOSIT IS RECEIVED

It is important to mail all paperwork and checks in order to have a confirmed reservation

THANK YOU FOR SELECTING OUR CABIN FOR YOUR STAY

We are happy to have you as our Guest and looking forward to you having a wonderful time

Renter Initial _____

Rental Terms and Conditions

Hawk Hollow

266 Freund Drive

Ridgedale, MO 65739

Thank you for choosing Hawk Hollow for your vacation. We have worked hard to create a fabulous vacation for you and your family, and hope you will stay with us again. In drafting the following rules, we kept in mind your safety, enjoyment and the legitimate function of the log cabin home you will enjoy.

This rental agreement is made on the _____ day of _____, 20____, between you, _____ and your party, as Renter(s) and Gene Givan and Jan Givan, as owner agent. Owner agent agrees to rent to the Guest (renter) the premises located at 266 Freund Drive, Ridgedale, MO 65739 for the period of _____ nights. Check-in is at 3:00pm, _____, 20____ and check-out is 11:00am, _____, 20____.

RENTER REQUIREMENTS: For legal and accounting purposes, the person placing the reservation must be the same as the credit/PayPal/check holder. This person is considered to be the Guest. All other persons involved with the rental are considered to be the Guests invitees, and all discussions regarding reservation, cancellation, and damage policies will be discussed with the Guest, not the Guest's invitees.

SECURITY DEPOSIT: A \$300.00 security deposit is required prior to check-in. this deposit can be made by check, money order or credit card. This deposit shall be returned within 21 days of vacancy, less any charges due to damage, missing items, extra cleaning, trash removal, or late check-out.

DAMAGES EXCEEDING SECURITY DEPOSIT: By signing this contract, the Guest assumes full responsibility for any items damaged or missing due to negligence or actions on the Guest or invited guests part, except in the case of normal wear and tear. Hawk Hollow is inventoried and inspected before and after each occupancy. If damage exceeds the \$300.00 security deposit, the Guest agrees to pay such damages upon receipt of damage notification.

CHECK-IN PROCEDURE: Check-in is 3:00pm or later. No check-in will be permitted until your rental account has been paid in full. There is a keyless entry on the premises. The code to the keyless entry will be sent to you unless other arrangements have been made. If you need directions to the cabin please let me know.

RESCHEDULING/CANCELLATION: If you should need to reschedule or cancel your reservation, please notify us immediately in writing at:

Gene & Jan Givan, 13410 Honeysuckle Dr. Huntley, Illinois 60142. Cancellations made 31+ days before scheduled arrival are subject to a \$100.00 administration fee. Every effort will be made to re-rent the property. Once the property has been re-rented for the same time period as your original reservation, your advance payment will be refunded less the \$100.00 cancellation fee. During peak times it may not be possible to reschedule. All cancellations made 30 days before scheduled arrival date will lose the full deposit of \$_____. All cancellations made within 10 days of scheduled arrival will result in a loss of the full payment. Travel insurance is strongly suggested for your protection.

Renter Initial _____

Please Note the Following Very Important Restrictions for Hawk Hollow: You will be asked to vacate immediately, with no refund if one of the following rules is violated during your stay:

- NO PETS
- NO SMOKING INSIDE. SMOKING IS ALLOWED OUTSIDE AS LONG S BUTTS AND ASHES ARE NOT LEFT BEHIND. DISCARD BUTTS AND ASHES IN OUTSIDE GARBAGE. NO GARBAGE IS TO BE PUT IN CAN UNLESS IN A BAG. IF THERE IS ANY TOBACCO SMELL IN THE CABIN AFTER YOUR DEPARTURE THERE WILL BE A MINIMUM \$250 CHARGE. OIL LAMPS, CANDLES AND INCENSE ARE NOT PERMITTED DUE TO THE LONG LASTING ODOR. EXCESSIVE CLEANING CHARGES WILL APPLY IF POLICIES ARE VIOLATED
- NO MORE THAN 10 OCCUPANTS-ALL OCCUPANTS MUST BE LISTED ON GUEST SHEET. NO ADDITIONAL OVERNIGHT GUESTS ALLOWED THAT ARE NOT ON THE GUEST SHEET-THERE WILL BE A FEE ADDED FOR ANY ADDITIONAL INVITED GUESTS NOT LISTED
- MUST BE 25 YEARS OF AGE OR OLDER TO RESERVE THE UNIT AND BE PRESENT THE ENTIRE STAY-NO CHILDREN LEFT UNATTENDED BY AN ADULT IN THE CABIN
- RENTAL OBTAINED UNDER FALSE PRETENSE (NO FRATERNITIES OR SORORITIES)
- NO RECEPTIONS OR HOUSE PARTIES OF ANY KIND WITHOUT APPROVAL-NO GUESTS OTHER THAN THOSE LISTED ON THE GUEST SHEET
- NO FIRECRACKERS OR FIREWORKS OR CANDLES ALLOWED
- NO ILLEGAL DRUGS ALLOWED
- NO CAMPERS, TRAILERS, TENTS OR MOTORHOMES TO BE USED OR OCCUPIED AS ADDITIONAL LIVING QUARTERS. NO BLOW UP MATTRESSES OR SLEEPING BAGS ALLOWED
- NO GLITTER OR CONFETTI ARE ALLOWED INSIDE OR OUTSIDE THE CABIN

LINENS: For your convenience, all bed linens are provided. A set of towels is provided for each person and an INITIAL SUPPLY of toilet paper, tissue, laundry and dishwashing detergent and paper towels. We do not provide any linens or towels for outdoor use. DO NOT take the cabin's linens or towels outside. Please bring your own towels for the pool and hot tub. There is no maid service during your stay, but a broom, dustpan, hand held vacuum plus the washer and dryer are available.

TELEPHONE: For your convenience, a phone and answering machine are available. Local and long distant calls in the United States are included as part of our phone service. The telephone number at Hawk Hollow is (417) 336-0308. Any calls outside of the United States will be an additional charge.

Renter Initial _____

CHECK-OUT: Check-out time is 11:00am. You must be vacated from the lodge no later than 11:00am unless prior arrangements have been made for late check-out.

Please do the following prior to departure:

- Load dishes in dishwasher and run the dishwasher
- Hand wash additional pots, pans and dishes
- Remove all food to take with you or dispose of as trash
- Place all dirty towels, washcloths and hand towels in bathtub or shower
- Leave bed linens as is, they will be exchanged by housekeeping after your departure
- Take out garbage

FIREPLACE:

Do not put anything except wood or wood products in fireplace. Do not put any flammable material on or near the heat source. **DO NOT LEAVE THE CABIN WITH A FIRE IN THE FIREPLACE!**

ADDITIONAL DISCLOSURES:

1. It is expressly understood and agreed that neither the owner of said premises, or agent shall be liable for any damages or injury to renter (Guest), their family, or invited guests or to the families property from whatever cause arising from occupancy of said premises by renter. It is understood that agent or owner shall not be responsible for any personal property left by Guest or invited guests.
2. Every effort has been made for accuracy in our advertising, including our listing on VRBO, HOME AWAY, FLIPKEY and Vacationrentalpeople.com etc.; however, we are not responsible for errors or omissions. Rental data is subject to change without notice. Rental terms and conditions are subject to change.
3. Please note that no refunds are given due to weather, appliance or utility failure. For repairs and maintenance, every effort will be made to remedy any problems that may arise in as timely of a manner as possible. You can expect a courteous and professional attitude to problem solving, but no refunds will be given. Please make every effort on your part to remedy the situation. Unusual and unnecessary service calls will be billed to the Guest. The only exception to a refund is due to a mandatory or voluntary evacuation.
4. The owners may earn interest from your funds on deposit.
5. Guest authorizes management personnel access to Hawk Hollow to verify that all terms of agreement are complied with, or to do necessary maintenance
6. There will be a \$30.00 charge for returned checks.
7. Posted rules and regulations are to be followed.
8. An additional cost of \$200.00 will be added if it is necessary to drain the hot tub due to abuse.

Renter Initial _____

STATEMENT: 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 fully understand and agree with all rental conditions listed in this agreement, and authorize Gene and Jan Givan to debit the initial deposit and other applicable charges from the credit card account or checking account submitted by you, the Guest. In case of default by renter and non-collection by Gene or Jan Givan, Guest agrees to pay for all court costs, attorney fees and all collection costs.

I understand this is a legally binding instrument. All information is true.

First Name: _____ Last Name: _____

Drivers License #: _____ State: _____

Address (street, city, state, zip): _____

Email: _____ PHONE #: _____ Cell #: _____

Place of work: _____ Work #: _____

Date of Check-in: _____ Date of Check-out: _____

Checking Account Number: _____

Credit Card Number: _____ Exp. _____

Name as it appears on credit card: _____

Please list all guests staying at Hawk Hollow:

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Renter Initial _____

Name: _____ Age: _____

Signature: _____ Print Name: _____

PLEASE FILL IN ALL INFORMATION COMPLETELY INCLUDING CREDIT CARD#
A CREDIT CARD NUMBER HAS TO BE ON RECORD EVEN IF YOU ARE NOT PAYING
WITH A CREDIT CARD

Renter Initial _____

HAWK HOLLOW 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 \$300.00, which will be refunded providing no damage is done to the Rental Property or its contents, and the rental property is in the same condition as it was at Check-In Time.

THE INITIAL DEPOSIT TO BE PAID AT THE TIME OF RESERVATION IS 30%. FINAL BALANCE IS TO BE PAID 21 DAYS BEFORE ARRIVAL.

If booking within 30 days of arrival, the total amount is due within 10 days of booking, or before check in.

SUN – THURSDAY nights	\$ _____
FRI/SAT night	\$ _____
TOTAL RENT	\$ _____
MISSOURI TAX 6.1%	\$ _____
CLEANING FEE	\$104.00
TOTAL	\$ _____
30% Deposit paid with Check # _____	\$ _____
Balance IF ANY due in full 21 days before arrival date	\$ _____
SEND SEPARATE CHECK FOR SECURITY DEPOSIT (refundable)	
Check # _____	\$300.00

Checks payable to:

HAWK HOLLOW

Please send to:

Jan Givan
13410 Honeysuckle Drive
Huntley, Illinois 60142

Phone: 847-802-4900 (Home)
 847-471-2002 (Cell)
Fax: 847-802-4902
Email: givan2@comcast.net

Renter Initial _____

TIPS AND INSTRUCTIONS FOR HOT TUB

Our hot tub is waiting for you to enjoy. There are some facts that you should know to make your stay more enjoyable.

The hot tub pump will kick on periodically to filter, circulate and heat the water. It activates automatically with or without the hot tub cover. You do not need to do a thing. It will do this even when the hot tub cover is on. This is normal.

The water level will be filled to the correct amount before your arrival. Please do not splash too much water out or add more water. Altering the amount of water in the hot tub will disturb the chemical balance.

Please carefully remove the hot tub cover when you are ready to enjoy it. Please remember to replace and hook the cover after your relaxing soak. The cover **MUST REMAIN ON THE HOT TUB WHEN NOT IN USE** in order to maintain the temperature. Please remember you **CANNOT SIT ON THE LID**. Sitting on the lid will cause severe damage.

Please remember **ABSOLUTELY NO SUDS OF ANY KIND, OILS, OR FOOD 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 effect the filtering system.

When the rules are respected, the hot tub remains sparkling clean and ready for enjoyment. Draining and cleaning the hot tub and filter system is very time consuming and costly. Also after each refilling the tub can take 24 to 36 hours to reheat. 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.

I HAVE READ AND UNDERSTAND THE HOT TUB RECOMMENDATIONS AND RULES.

X _____ DATE _____
SIGNATURE OF GUEST RENTER REQUIRED

Renter Initial _____

SWIMMING POOL AND HOT TUB DISCLAIMER

I fully understand the potential dangers that the swimming pool 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 rulers 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 endanger 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 the 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 the pool area. Persons under the influence of alcohol must not enter the pool.
11. Please notify us of any dangerous pool or backyard condition that may be present.
12. For sanitary purposes, we 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. The Guest is responsible and liable for any invited guests that use the pool or hot tub.

Renter Initial _____

_____ printed name _____ date _____

HOT TUB USE AND RULES:

Use of hot tub is strictly at your own risk and liability. The hot tub is regularly sanitized and chemicals replenished prior to your arrival. If additional maintenance is required during your stay, or the next guests are unable to use the hot tub due to conditions resulting from your failure to observe the following rules, there will be a \$45 charge (and cost of supplies if necessary) for each hour of required maintenance. If we have to drain the tub there will be a \$200 charge. Instructions for the hot tub are in the cabin.

ALWAYS SHOWER OR BATHE BEFORE AND AFTER USING THE HOT TUB

Body oil, makeup, hair products etc clog filters!
An adult must always accompany children.

Observe all safety precautions

DO NOT SIT, STAND OR LIE ON THE TUB COVER. A \$300 charge will be made if the cover is broken in this way.

Unlock the safety strap before removing the cover.
Replace cover when you are not in the hot tub and secure the safety strap to conserve heat, for safety and to keep debris out of the water

If temperature has been adjusted during use, MAKE SURE to return the temperature to the original setting when done. Failure to reset may cause the hot tub to over temp and stop working, possibly resulting in additional charges.

Only use non breakable drink containers in the hot tub area.

DO NOT ADD ANYTHING TO THE HOT TUB WATER such as bubble bath or oils even if they say they are compatible.

If the water level is low (below the filter intake) add more water or call as low water can destroy the pump, resulting in additional charges.

If the water looks cloudy or dirty, please call. If it is found that the service is necessary due to Guest abuse, the Guest will be responsible for the charges.

The hot tub may be drained and refilled before your arrival, therefore it may not be warm until later that evening. Also, due to high mineral content in the mountain water the water may initially appear cloudy until the minerals settle.

Renter Initial _____

LEFT ITEMS

Please check carefully for belongings before you leave. Left items can be mailed to you if requested. You will be charged shipping costs plus a \$10 service fee.

NOISE

Guests should be entitled to the quiet enjoyment of the premises and must reciprocally respect the rights of others. No bothersome noise is permitted.

Renter Initial _____

IMPORTANT AIR CONDITIONING/HEATING AND REFRIGERATION INFORMATION

REFRIGERATOR:

When loading your warm food from your car the refrigerator will take a while to cool down again. DO NOT CHANGE THE TEMP SETTINGS.

AIR CONDITIONER/HEAT:

Only use the arrow keys on the thermostats to change the temperature. Do NOT touch any of the fan/heat/cool/auto buttons. This will cause a problem with the temperature in the cabin if touched. We do not want you to incur any extra fees if these buttons have been touched and require a service call to correct. Please remember to only use the arrow keys to change the temperature all else is done automatically.

PLEASE KEEP CABIN DOORS CLOSED TO KEEP FLIES OUT AND WELL AS COOL/WARM AIR INSIDE

THANK YOU AND PLEASE ENJOY OUR CABIN

Renter Initial _____