

SHORT TERM RENTAL APPLICATION AND AGREEMENT
FOR VACATION HOME LOCATED AT
24 CAMP THIRSTY LANE, EDDYVILLE, IL 62928
www.campthirstylodging.com

CAMP THIRSTY STABLES, LLC, PROPERTY OWNER
ATTN: CINDY WARD
PO BOX 292, BOONVILLE, IN 47601
PHONE: (812) 571-2467

PERSONAL INFORMATION OF APPLICANT/TENANT

NAME(S) _____
CELL PH. _____ WORK PH. _____ HOME PH. _____
ADDRESS _____
EMAIL _____

The applicant/prospective tenant named above certifies that all information contained in this application is true and complete.

SHORT TERM RENTAL AGREEMENT

This agreement is made on the undersigned date by and between CAMP THIRSTY STABLES, LLC, as owner (hereinafter Landlord), and the above named applicant, as Tenant, concerning the short term rental of the residential property located at 24 Camp Thirsty Lane, Eddyville, IL 62928, for the dates listed below.

Total number in renting party: _____ Adults: _____ Children: _____ (maximum of 10 persons)

Rental Period: _____ a.m./p.m. on ____/____/____ and ends at _____ a.m./p.m. on ____/____/____

Rental Amount: \$ _____

Holiday Hold Fee, if applicable: \$200.00 (Easter, Memorial Day, Labor Day and Columbus Day)

Cleaning Fee: \$150.00 (Additional cleaning fees may be required depending on length of stay.)

Refundable Damage Deposit: \$200.00 (See section 25 of this agreement.)

Refundable Pet Deposit, if applicable: \$ _____ (\$50.00 for small dog, \$100.00 for large dog)

Total Due: \$ _____ (50% of rental amount plus all fees/deposits are due upon signing of this agreement with balance due by check-in.)

FINAL BALANCE DUE ON OR BEFORE ARRIVAL. SEE PAYMENT OPTIONS ON PAGE 5.

TERMS

1. INSPECTION OF PREMISES. The Landlord has the right to inspect the premises without prior notice at any time to enforce the terms of this agreement. Should the Tenants violate any of the terms of this agreement, the rental period shall be terminated immediately. The Tenants waive all rights to process if they fail to vacate the premises upon termination of the rental period. The Tenants shall vacate the premises at the expiration time and date of this agreement.

2. UTILITIES/INTERNET. Landlord shall provide cable, electricity, gas and internet service to the premises. A landline phone is also available, however, no long distance calls may be made by Tenants. Tenants may bring a calling card to make long distance calls on the landline, if desired. Tenants shall not incur charges by ordering movies or programs from the cable provider. Violation of this section may result in the assessment of additional fees. If there is a problem with utilities or any services provided to the premises, Tenants should contact the Landlord immediately.
3. MAINTENANCE OF PROPERTY. The Tenants shall maintain the premises in a good, clean, and near ready to rent condition and use the premises only in a careful and lawful manner. The Tenants shall leave the premises in a ready to rent condition at the expiration of the rental. The Tenants agree that the Landlord shall deduct the costs of any services from the damage deposit prior to refund if Tenants cause damage to the premises or its furnishings or for items missing from the premises. In the event of same, the Tenants agree that Landlord may use any credit card provided by Tenants for payment of such damages or missing items.
4. WASTE DISPOSAL. The Tenants shall dispose of all waste material generated during the rental period in a lawful manner and put all trash in the garbage receptacles located on the premises. Tenants are cautioned not to leave trash open and/or outside for long periods of time due to animals.
5. DAMAGES. The Tenants shall pay for any damage done to the premises over and above normal wear and tear and as set forth in sections 3 and 25 herein.
6. PETS. Pet dogs may be brought on the premises with an additional pet deposit as set forth on page 1 of this agreement. If it is determined that an animal was brought into the living areas of the premises and damage occurred, Tenant shall be responsible for all costs associated with repairing said damages as set forth in sections 3 and 25 herein and any pet deposit paid by Tenant shall be retained by Landlord. If a dog is to be left unattended on the premises, it should be placed in a crate or dog house located thereon until the Tenants return. A stable is provided on the premises for Tenants' horses. Landlord will provide 5 bales of straw and the tools necessary to clean the stable. Tenants must provide their own food and any other items required for the care for their horses during the agreement term and must clean the portion of the stable used by them and their animals during their stay. Tenants must also provide proof of a negative Coggins test/EIA and related health papers dated within the last year for any horses to be stabled on the premises. These documents must be provided before check-in will be allowed. Any animal other than a dog or horse must be approved by the Landlord before entering this agreement.
7. SUBLETTING. No subletting of the premises by Tenants is allowed.
8. MAXIMUM TENANCY. The Tenants shall have no more than 10 persons reside or sleep on the premises. Violation of this section may result in the assessment of additional fees.
9. BEHAVIOR. The Tenants shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. The Tenants shall not create noise or disturbances likely to disturb or annoy the surrounding property owners. Creating a disturbance shall be grounds for immediate termination of this agreement, and Tenants may be asked to immediately vacate the premises.
10. SMOKING. There shall be no smoking inside the residence on the premises. Smoking is permitted outside the residence. Violation of this section may result in the assessment of additional fees.
11. UTENSILS AND CONSUMABLES. Landlord shall provide dishwashing detergent, laundry detergent, toilet paper, towels, linens, cups, knives, forks, spoons, dishes, and other items commonly used in a residence. Soap, personal toiletries, and other consumables are to be purchased by the Tenants. No reimbursement will be made for unused consumables left at the premises. If consumables exist at the premises when the Tenants arrive, the Tenants are welcome to use them.

12. INDEMNIFICATION. The Tenants and Tenants' guests shall hereby indemnify and hold harmless the Landlord against any and all claims of personal injury, property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. The Tenants expressly recognize that any insurance for property damage or loss which the Landlord may maintain on the premises does not cover the personal property of Tenants, and that Tenants should maintain their own insurance if such coverage is desired.

13. RENTAL DEPOSIT/CANCELLATION. A 50% rental deposit plus all other applicable fees/deposits are due at the signing of this agreement or at least 14 days prior to the beginning of the rental period. These amounts, less any cancellation fee, are fully refundable up to 14 days prior to the beginning of the rental period. After such date, the Landlord shall have the right to retain the rental deposit as a cancellation fee at Landlord's discretion. Agreements signed for holidays (set forth on page 1) shall have a holiday hold deposit included in the rental deposit. At Landlord's discretion, the holiday hold deposit will be forfeited by Tenants if this agreement is canceled less than 30 days prior to the beginning of the rental period which includes an aforementioned holiday. All refundable deposits that are eligible for return to Tenants shall be returned within 20 days of departure.

14. LEGAL REMEDIES. Tenants agree to pay all reasonable costs, attorney's fees and expenses that shall be incurred by Landlord in the enforcement of this agreement. Tenants agree that the legal jurisdiction shall be the State of Illinois should a legal dispute arise regarding this contract.

15. SHORT TERM TENANCY. Tenants expressly acknowledge and agree that this agreement is for transient occupancy of the premises and that Tenants do not intend to make the premises their residence or household.

16. POWER OUTAGES. We occasionally experience outages that are beyond our control. We report outages as each occurs. Any refunds or compensation for outages will be at Landlord's sole discretion.

17. WEATHER CONDITIONS. Any refunds due to shortened stays or ruined expectations because of weather conditions will be at Landlord's sole discretion.

18. FURNISHINGS. Tenants agree not to remove anything from the house or to rearrange the furnishings in any way. Violation of this section may result in additional fees as set forth in sections 3 and 25 herein.

19. SHORTENED STAYS. Any refunds due to Tenants' shortened stays or ruined expectations due to work and family emergencies or other commitments will be at Landlord's sole discretion.

20. SAFETY PRECAUTIONS. It is Tenants' responsibility to learn about safety precautions, warning signs of any water conditions or hunting conditions, handling of horses, water safety around the hot tub, and the like. Tenants agree to have a responsible adult supervising any minors while on or about the premises.

21. FIREWORKS. Tenants agree that fireworks and other hazardous materials shall not be used in or around the premises.

22. LEGAL USAGE. Tenants shall use the premises for legal purposes only. Any other uses shall cause the termination of this agreement with no refund of rents or deposits.

23. STORAGE AREAS. Tenants agree not to access the Landlord's storage building on the premises, whether locked or unlocked.

24. EQUIPMENT USAGE. If Tenants need assistance with the proper operation of any equipment or service to the premises, Tenants should contact the Landlord immediately.

25. **DAMAGE DEPOSIT.** A damage deposit is required for rental of the premises. This deposit must be received with the initial 50% rental payment. This deposit is NOT applied to rent, however, it is fully refundable within 20 days of departure, provided the following provisions are met:

- a. No damage is done to the residence or stable or their contents beyond normal wear and tear;
- b. No charges are incurred due to contraband, pets or collection of rents or services rendered during the stay;
- c. All debris and rubbish are removed from the premises and placed in the garbage receptacles provided;
- d. All soiled dishes are placed in the dishwasher;
- e. All soiled linens are placed in the clothes baskets in the closets;
- f. All keys are left in the drop box and all doors and windows are locked;
- g. All charges accrued during the stay are paid prior to departure;
- h. No linens or furnishings are lost or damaged;
- i. The stable is left clean and in the same condition as upon arrival, if the stable was utilized by Tenants;
- j. The Tenants are not evicted by the Landlord;
- k. Local law enforcement authorities are not called to the premises for any type of illegal activity by Tenants; and
- l. No violation of this agreement as set forth above.

As an alternative to leaving a cash deposit, Tenants have the option of providing credit card information and herein authorize the Landlord to charge any damages to the credit card.

26. **SECURITY.** The premises has an alarm installed which will be disarmed at the time of rental. **TENANTS ARE NOT TO UTILIZE THE ALARM SYSTEM.** Tenants are responsible for their own security and that of their possessions while at the premises and should lock all doors, windows, etc. while at the premises. Tenants agree to notify the Landlord immediately if there are any problems with the alarm.

27. **SMOKE AND CARBON DIOXIDE DETECTORS.** Tenants are advised that there are smoke detectors and carbon monoxide smoke detectors on the premises, however, Tenants accept full responsibility for any injury caused by the failure of these devices.

28. **PERSONAL PROPERTY.** Valuable items left behind by Tenants will be held by the Landlord and every reasonable effort will be made to contact the Tenant for the return of same. If the items are not claimed within 30 days of notification to Tenant, they shall become the property of the Landlord. The Landlord shall not be held liable for safeguarding or for the condition of said items.

29. **NO DAILY MAID SERVICE.** While linens and bath towels are included in the unit, daily maid service is not provided.

30. **FALSE INFORMATION PROVIDED.** Any reservation obtained under false pretense will be subject to forfeiture of all deposits and/or rental monies paid and the Tenants will not be permitted to check in.

31. **REPAIRS.** We want your vacation to be just as you anticipated but sometimes repairs are necessary. If you feel a repair is needed, please call us to report the problem. Please be aware that most repair calls require us to contact outside independent contractors to make the requested repairs. Sometimes the availability of these contractors is limited and repairs cannot be made as quickly as we may desire. We cannot be responsible for such delays. It may be necessary for the contractor or Landlord to enter the residence at reasonable times to make the repairs without your knowledge or presence.

32. **CLEANING BEFORE DEPARTURE.** We often have a short period of time to prepare the premises for the next tenant, so we expect the Tenants to leave the premises undamaged, clean and nearly ready for the next arrival. Please see section 25 herein regarding the condition of the premises at time of departure. Violation of this section may result in the assessment of additional fees or forfeiture of deposits.

33. LOCKOUTS. If you are locked out of the premises, you can call GERAL at (217) 329-9920 or (618) 695-4923. A \$25 fee will be charged for lost keys.

34. TENANT NAMES. The names of all parties staying at the premises during the term of this agreement are: _____

I/We agree to abide by the above conditions and hereby swear that the information provided herein is true:

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

Landlord: Camp Thirsty Stables, LLC

By: _____ Date: _____

PAYMENT OPTIONS

(1) Please charge my reservation deposit and/or final payment to the following credit card:

Visa _____ MasterCard _____ Discover Card _____ American Express _____

Credit Card Number _____

Expiration Date _____ Security Code (on back of card) _____

Name on Credit Card _____

Billing Address for Card _____

CREDIT CARD CHARGES ARE SUBJECT TO A 3% HANDLING FEE

(2) You may send a check or money order payable to CAMP THIRSTY STABLES.

PLEASE COMPLETE AND SIGN THIS AGREEMENT, THEN SEND VIA EMAIL TO CINDYMOOSE06@GMAIL.COM, FAX TO _____, OR MAIL TO CAMP THIRSTY STABLES, LLC, PO BOX 292, BOONVILLE, IN 47601. WE WILL SIGN THE AGREEMENT AND RETURN A COPY TO YOU IN THE SAME MANNER IN WHICH YOU SENT IT. PLEASE KEEP A COPY FOR YOUR RECORDS UNTIL WE RETURN A FULLY EXECUTED COPY TO YOU. IF YOU HAVE ANY QUESTIONS, PLEASE CALL CINDY AT (812) 571-2467.

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK,
AND INDEMNITY AGREEMENT**

In consideration of participating in activities on the property of **Camp Thirsty Stables, LLC**, I represent that I understand the nature of this activity and that I am qualified, in good health and in proper physical condition to participate in such activity including, but not limited to, horseback riding and hiking. I acknowledge that if I believe the activities are unsafe, I will immediately discontinue participation in the activity. I fully understand that this activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the activity, the conditions in which the activity takes place, or the negligence of the Releasees named below, and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of my participation in the activity. Risks may include, but are not limited to, rough terrain and possible injury from the animals, equipment, or trails and terrain such as holes, bumps, ruts, obstacles, tree limbs, rocks, etc. with injuries possibly occurring in remote places without immediate medical care available.

I hereby release, discharge and covenant not to sue **Camp Thirsty Stables, LLC**, their respective agents, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, other owners and lessors of premises on which the activity takes place, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, waiver of liability, and assumption of risk, I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost, which any may incur as the result of such claim.

I have read the **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

I hereby release, discharge, covenant not to sue and **AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS** each of the Releasees from all liability, claims, demands, losses or damages caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I or anyone on my behalf make a claim against any of the above Releasees, **I WILL INDEMNIFY, SAVE AND HOLD HARMLESS** each of the Releasees from any litigation expenses, attorney's fees, loss liability, damage, or cost any Releasees may incur as the result of any such claim. I further understand that if I participate in activities through **Camp Thirsty Stables, LLC**, I do so at my own risk and understand the inherent risks, hazards and dangers.

First Name: _____ Middle Initial: _____ Last Name: _____
Address: _____ City: _____ State: _____ Zip: _____
Phone Number: _____ DOB: ____/____/____ Male/Female: _____

Date: _____ Signature: _____

Parent/Guardian signature for anyone under the age of 18 years:

Date: _____ Signature: _____
Printed Name: _____

Emergency Information:

Contact: _____ Phone No.: _____

Contact Address: _____