*RiverView, LakeView & DeerRidge Estates By Brophy*

Estates Rental Rules, Terms & Conditions

**Liability**

Guests’ liability for their account is not waived and guests agree to be held personally liable in the event that any indicated person, group, company or association fails to pay all or part of any charges incurred.

**Damage to estate property**

We reserve the right to charge guests the cost of rectifying damage, caused by the deliberate, negligent or reckless act of the guest to the Estate’s property or structure. Should this damage come to light after the guest has departed, we reserve the right to make a charge to the guest’s credit / debit card. We will however make every effort to rectify any damage internally prior to contracting specialists to make the repairs, and therefore will make every effort to keep any costs that the guest would incur to a minimum.

**Removal of estate property**

We reserve the right to charge guests the cost of replacing any items that are removed from the premises by them without consent. The charge will be the full replacement amount of the missing item, including any carriage charges. Should the fact that the item is missing come to light after the guest has departed, we reserve the right to make a charge to the guests credit / debit card.

**Tampering with fire detection systems and firefighting equipment**

We reserve the right to take action against any guest found to have tampered / interfered with any fire detection equipment throughout the estate, including detector heads in public areas and bedrooms, break glass points and fire extinguishers. Guests found to have tampered with any fire detection or firefighting equipment will be charged with any costs incurred by the estate due to their actions and additionally may be asked to leave the estate.

**Fireplace**

The fireplace is a non-vented propane gas log fired firebox. Please do not throw any paper or other combustible materials in the fireplace. Fireplaces are turned off from Memorial Day to Labor Day; they are not operational during this time of the year.

**Fire Pits**

Multiple fire pits on each estate for your use/ To use = **$75 includes ¼ cord of seasoned wood. $75 per ¼ cord thereafter**

DO NOT throw cans or bottles into the fire pit**. / $150 Fine for broken glass or cans in or around the estate**

**Water and Septic**

The estate is on a well and septic systems. The septic system is very effective; however, it will clog up if improper material is flushed. DO NOT FLUSH anything other than toilet paper. No feminine products should be flushed at any time. If it is found that feminine products have been flushed and clog the septic system, you could be charged for damages.

**Lost / Damaged property**

If we find any lost property, we will make every reasonable effort to locate the owner and return it, but if we cannot locate the owner and an item is not reclaimed with 3 months of the guest’s departure it will be disposed of by the estate.

**Payment Terms**

We accept all major credit cards. Check will be accepted with a valid driver’s license.

**Check-In Time: 3 pm / Check-Out Time (Inspection Walk Through): 10 am**

Changes to the Check-in and/or Check-out time must be pre-arranged in writing prior to arrival. Without approval we reserve the right to charge the guest’s credit / debit card an additional charge of $500 upon departure. During peak season the check-out (Inspection Walk Through) time is promptly at 10 am. A competed check-in and check-out walk through are highly recommend to insure that any or all damages are acknowledge by both parties.

**Security Deposit**

A refundable $1000 rental security deposit and a refundable $350 hot tub security deposit is required for Lakeview Estate and is due at Check-in. This is to insure that there are no damages to the estate or excessive cleaning is needed inside or exterior. We reserve the right to hold the refundable security checks for 48 hours to make sure that there are no additional damages that have occurred during your stay. If damages are found after your check-out, the refundable security deposit will be deposited and an itemized bill will be sent to the address provided.

**Vehicles**

All vehicles are parked at the owners’ risk. Should a problem occur with a vehicle in the estate’s car park, the estate cannot accept any liability. If a vehicle is left on the estate for more than 8 hours after the guest has departed without the written consent of the estate, the estate reserves the right to remove the vehicle at the owners’ expense

**\*\* NO recreational vehicles are allowed on property. \*\***

**Storms / Inclement Weather**

Mountain roads can be curvy and steep. Gravel drives are well maintained; however, we highly recommend four wheel drive during the snow months. Please be aware that we do everything possible to maintain the walkways and driveways in a reasonable time frame. When you are a guest at RiverView Estate, DeerRidge Estate or LakeView Estate during inclement weather, you and your guests do so at your own risk. Please be careful and exercise extreme caution.

**Pools, Hot Tubs, Lake & River**

The estate requires that all children must be supervised at all times. The pool and hot tub are posted with rules in addition to those rules; an adult must be present when any child is near any body of water. When swimming in the lakes and rivers children need to wear a life jacket. **NO LIFEGUARD ON DUTY; SWIMMING IS AT YOUR OWN RISK.**

**Contamination of the Hot Tub water by misuse will impose a minimum of a $350 charge.**

**Occupancy**

The maximum number of guests is limited to \_\_ people. We do require a guest total during the initial booking confirmation and require a guest list with the rental agreement. Additional guests are not permitted to stay overnight on the property. All guests on the property are the sole responsibility of the contract holder.

 **A fee of $250 per person will be applied if over the agreed upon occupancy. / Please submit a list of all guests**

**Pets on Property**

Pets are allowed ($150 per pet fee) on property with prior approval and a completed Pet Addendum. The guest’s resumes all liability of the pet and damages incurred inside or outside of dwellings. We reserve the right to make a charge to the guest’s credit / debit card; $250 pet fee w/out prior approval. Pets must be on a leash at all times and owner is responsible of waste.

**Garbage removal**

The estate requires that all guests recycle appropriately and dispose of all cans, glass and plastic containers in the clear garage bags provided. White bags are for household garbage only. Place all garbage in dumpsters provided on the estate. The estate reserves the right to make a charge to the guest’s credit / debit card if the garbage is not bagged securely and properly.

**NO BLACK GARBAGE’S Allowed** **- $250 fine** **/ If you don’t recycle properly it will result in a fine of $300**

**Smoking and Alcohol on property**

**No Smoking is allowed inside any dwelling only Outside each dwelling ($250 fine)**

**No Underage (21) Drinking Allowed -** Alcohol is permitted on property at the risk of the host in which the rental agreement is contracted to.

**Cleaning fee –**

The estate requires that all dwellings on the property be returned in the manner in which the guest received them. The guests are not responsible for any normal wear and tear pertaining to flooring, linens, bathrooms and towels. We reserve the right to charge the guest’s credit / debit card for any excessive cleaning beyond normal wear and tear. Example of excessive cleaning would be movement of glassware, furniture and cookware. Pots, pans, utensils and dishes need to be cleaned and returned to their original dwelling upon arrival.

**Excessive Cleaning fee will apply if Estates are not returned in the manner in which they are received - $250 to $500**

**Housekeeping**

There is no daily housekeeping service. While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. We suggest you bring beach towels. We do not permit towels or linens to be taken from the units. We do offer housekeeping services at an additional fee. $15 per hour plus gratuity / 3 hour minimum.

**All of the units are privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.**

**Reservations:**

You must be over the age of 30 to make a reservation.

This is a legal and binding agreement with the acknowledgment of: Section 9-103 of General Obligations Law.

**Sign (Parent/Guardian) Print Date**