

By submitting your first payment for the reservation of any of our vacation properties, you are agreeing to these Terms and Conditions by Eufaula Lake Guest Services LLC

#### RENTAL POLICIES

The following rental policies (the "Rental Policies") apply to all rental reservations between the individual, family, group or legal entity renting (collectively, the "Renter", "you" or "your") the vacation rental home (the "Vacation Home") and Eufaula Lake Guest Services LLC (the "Management", "we" or "us"), who is the contracted agent of the owner of the Vacation Home.

**CHECK-IN PROCEDURE.** Check-in begins at 4:00 pm on your date of arrival. Prior to your arrival, you will receive driving directions and the digital door code which will provide access to your Vacation Home and general information about area amenities. If additional information is needed, you may call (918) 617-5072 or email us at [mckinsi@carltonlandingvacations.com](mailto:mckinsi@carltonlandingvacations.com) and we will be happy to serve you. No refunds will be given for late arrivals or early departures.

**CHECK-OUT PROCEDURE.** Check-out time is 12:00 pm on the date of departure. Please follow the instructions provided in your welcome packet as to what you need to do prior to departure. Prior to check-out, please communicate any home-related issues to management staff by leaving a voicemail at 918-617-5072 or email at [mckinsi@carltonlandingvacations.com](mailto:mckinsi@carltonlandingvacations.com).

**LATE CHECK-OUT.** To request a late check-out, please call 918-617-5072 at least 24 hours in advance of check-out to see if a late check-out is available. If you wish to stay later than 12:00 pm (up to 5:00 pm), a charge of \$100.00 will be applied.

**RESERVATION DEPOSIT.** A reservation deposit equal to 25% of the total booking charges (rent, departure cleaning fee, and taxes) is due at the time of confirmation of the reservation. This deposit will be applied towards the total booking charges due. This is not a damage deposit.

**PAYMENT OF BALANCE.** The balance of the total booking charges is due thirty (15) days prior to the Check-In date. We accept American Express, MasterCard, Visa, and Discover cards. Please note that any other charges related to your stay, be it usage or damage, will be assessed to the credit card on file. Rates are subject to town, county and state sales tax of 9.0% and a Town Lodging Tax of 5% and other fees. Fees and policies are subject to change without prior notice.

**NON-DISCRIMINATION.** Vacation Homes are available to all peoples for rental through the Management with no discrimination based on race, color, religion, gender, national origin, age, veteran status or disability. We will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship.

**RENTER QUALIFICATION.** The rental reservation must be held in the name of, and check-in completed by, an individual who is at least 25 years of age. Eufaula Lake Guest Services reserves the right to refuse rental to anyone who fails to comply with this reservation policy.

**MINIMUM STAY REQUIREMENTS.** The Vacation Homes require a minimum stay of two (2) nights. Longer stays may be required during peak seasons and holidays.

**MAXIMUM NUMBER OF OCCUPANTS.** The maximum number of occupants per accommodation is based on the Vacation Home's ability to comfortably and safely house customers. If the maximum occupancy is exceeded, you may be asked to vacate the property and forfeit any rental payments.

**NO PETS.** Pets are not permitted in any Vacation Home. Renters who violate this policy will be charged an additional \$500, plus the expense of any necessary cleaning. Violations may also result in immediate eviction and forfeiture of rent. If your selected vacation home does make exceptions for pets, those exceptions will be noted in the house rules.

**NO SMOKING.** Smoking is not permitted in any Vacation Home or on the Porches. Anyone who violate this policy will be charged an additional \$500, plus the expense of any necessary cleaning. Violations may also result in immediate eviction and forfeiture of rent.

**WEAPONS.** If Renter desires to store a weapon in the Vacation Home during the stay, Renter agrees to notify Management of Renter's intention in advance of the stay. Additionally, Renter agrees to ensure the weapon is kept in a secure location in the Vacation Home and to remove the weapon at the end of the stay.

**NOISE.** Renter is informed that the Town of Carlton Landing has enacted a local noise ordinance in order to protect the right to quiet enjoyment of its residents and guests. Renter agrees to respect the rights of others and not create or allow a public noise nuisance to occur during the rental period.

**AMENITIES.** The following items are included at each Vacation Home: TV with streaming capabilities, internet, silverware, dishes, cookware, toaster, microwave, coffee maker, kitchen utensils, towels, linens, and blankets. Additionally, your Vacation Home comes stocked with a starter supply of paper towels, toilet paper, and laundry and dishwasher detergent.

**CONDITION OF VACATION HOME.** Each Vacation Home is privately owned and reflects the personality and unique tastes of its owner. While we try to describe each Vacation Home accurately, its owner reserves the right to change furnishings at any time. We'll use best efforts to make sure that all equipment in your Vacation Home is kept in good working order. In the event of an unforeseen mechanical failure, equipment failure or utility outage, we will do our best to see the issue resolved in a timely manner. That being said, an unresolved issue of this nature does not obligate the Management to provide any discount or refund to the Renter.

**TELEVISION / INTERNET / TELEPHONES.** Carlton Landing is located in a remote area that offers limited cellular service at this time. Not all homes have long distance calling. The Management cannot guarantee the quality of internet, telephone or television service at all times during the dates of your booking.

**HOUSEKEEPING.** Our housekeeping staff works diligently to prepare each home in preparation for your arrival and after your departure. All beds except trundles, futons, and sleeper sofas will be made with new, clean linens and prepared for use. Housekeeping does not tend to the home during your stay. Renter is responsible for leaving the Vacation Home in good condition at check-out. Damage charges will be applied to the credit card on file in the event that excessive cleaning is needed following your departure.

**DAMAGE TO PROPERTY.** Renter is responsible for the property, its contents, and its guests during occupancy. Renter must lock windows and doors securely when not in the premises. Rearranging the furniture or removing any items from the unit is prohibited. After check-out, Management will inspect the unit for damage, missing items, and abnormally dirty appearance. If we determine that damage is present, items are missing, or the unit is abnormally dirty, we will repair the damage, replace the missing items, and/or perform a deep clean of the unit at Renter's expense. Renter authorizes the Management to charge the credit card on file to reimburse the Management for any such expenses.

**CONSTRUCTION.** Construction activity is a daily certainty in Carlton Landing, weather permitting. All builders in Carlton Landing have agreed to limit their construction activity to the hours of 7:00 am to 5:00 pm, Monday through Friday, with only inside finish work allowed after 5pm. On Saturdays, construction is between the hours of 10 am to 5pm, with only inside finish work allowed after 5pm. Outside or noisy construction activity is prohibited on Sundays and major holidays. Construction activity has been considered when setting published rates and there will be no refunds or discounts given due to the status of construction near your Vacation Home. Please feel free to call with any questions concerning the stage of construction around the Vacation Home before making a reservation or accepting these Rental Policies.

**INDEMNIFICATION.** Renter agrees to indemnify and hold the owner of the Vacation Home and Management, including its agents, employees, and representatives, harmless from any liability for personal injury, theft, destruction or property damage sustained by Renter or parties invited onto the property by Renter.

**ACCESS.** The Management reserves the right to enter the premises, if the need arises, without permission from the Renter. Management will make every attempt to contact the Renter to inform of the purpose and duration of time needed in the Vacation Home.

**LOST AND FOUND.** We are not responsible for items left behind but will make every attempt to return them if notified within 7 days of your departure. Postage will be charged to your credit card on file along with a \$10 handling fee.

**ARBITRATION.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. Within 14 days after the commencement of arbitration, each party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within 10 days of their appointment. The party-selected arbitrators will serve in a non-neutral capacity. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association.

#### **SECURITY DEPOSIT.**

All reservations require guests to pay a refundable security deposit in the amount of \$500. Procedures. When a guest provides notice to the Manager prior to check-out of accidental or inadvertent damage to the property, the Manager will investigate the damage to determine whether the damage appears to have been caused by accidental or inadvertent actions, and to determine the nature and extent of the damages and the necessity for and costs of the repairs or replacements. Such determination shall be made in the sole and absolute discretion of the Manager provided there is some reasonable basis for making such a determination. The Manager has ultimate claim administration authority.

**CANCELLATION AND REFUND POLICIES.** Cancelling a reservation more than thirty (30) days prior to arrival will result in a refund of the full amount guest has paid toward the reservation. Cancellations between fifteen (15) and thirty (30) days prior to arrival, will result in a loss of 50% of the full amount of the reservation. Cancelling a reservation within (14) days of arrival will result in the loss of the full amount of the reservation. There will be no refunds for late arrivals, early departures, or for leaving the Vacation Home for mechanical failure of non-essential

items. The Management reserves the right to terminate a rental contract or reservation with no refund if any of the set rules have been ignored.

TOWN ORDINANCES: Carlton Landing is a real town with guidelines in place for things like golf cart usage, fireworks and noise. Renter agrees to follow the ordinances set forth by the town of Carlton Landing. These can be viewed at: <https://www.townofcarltonlanding.org/ordinances/> Quiet hours are observed from 10:00pm-7:00am on Weekdays and 11:00pm-7:00am on Weekends.