

This Agreement applies to all members of the Guest's party. Guest accepts responsibility for sharing the renter agreement terms with all members of the Guest's party and anyone with advanced permission from the Owner to visit the property.

1. **MAXIMUM CAPACITY** - For 1st and second floor only configuration (base rate), in no event shall the Rental Property be occupied by more persons than **16 adults and children** without prior approval by Owner. When the ground level add-on is included in the rental (required for groups with greater than 16 adults and children), **no more than 20 adults and children** can occupy the property. **Visitors (non-registered guests) are not allowed** without prior owner approval. ***Should non-registered/ unauthorized guests/visitors be present the renter agrees to pay \$200/ person/day fine, and additionally at the sole discretion of the owner, may be required to immediately vacate the property without refund.***
2. **WEDDINGS/EVENTS/RETREATS** – No bachelor parties. All weddings/events/retreats require owner approval prior to booking. Visitors (non-registered guests) are not allowed unless they are included as part of the maximum occupancy of your rental and are listed in this agreement as an occupant. Any exceptions must be discussed with and approved by Owner in advance. We do not allow camping, tents, RVs, or bands/live music. No table/chair rental/set up without prior owner approval. Any exceptions must be approved in advance by the Owner.
3. The full name and age of each guest to occupy the property must be listed. If you do not know all of the guest details at booking you can provide the information at a later date (but prior to check in).
4. **INCLUSIVE FEES/COMMON AREAS** – Renting the 1st and 2nd floor only includes 6 bedrooms and 2 queen sofa beds, and private hot tub on the Lodge deck. There is a washer/dryer for guest use on the 2nd floor. When the ground level is included in the rental (mandatory for >16 adults and children) the two additional bedrooms and the yoga/ping pong room are also included. The Lodge is not child-proofed. When the Spa Trail is rented, the additional hot tub and the sauna is included for exclusive use by the Lodge guests. Rates include a one-time linen-towel setup. Linens and bath towels are included in the unit. Spa towels are also available for the hot tub and lake use. We do not permit towels or linens to be taken from the premises so we suggest bringing your own beach towels if you plan off site water activities. All common areas are for the use of all cabin and Lodge guests. We ask that all guests be mindful of not monopolizing common areas or complimentary outdoor games, fire pit, lake dock, boating equipment. We do not allow guests to use common areas for group meals.
5. **PAYMENT** - Payments can be made by credit card, check, Venmo or Zelle. A 3% transaction fee will be added to bookings paying by credit card - it may appear on your statement as a separate charge if it is not already included in your quote. A payment of 25% is due at the time of the booking. Any remaining balance must be paid 60 days prior to the arrival date. If paying by credit card, an automatic payment for the remaining balance will be processed on the due date. If the payment fails for any reason, it is the responsibility of the Guest to make sure that the remaining balance is promptly paid in full. For payments by check, Venmo and Zelle it is the Guest responsibility to make those payments on time. Failure to make payments may result in booking cancellation. For Venmo payments the guest is responsible for all fees (use Friends & Family to avoid fees).

6. DAMAGE DEPOSIT HOLD - A damage deposit of \$400 will be collected as a hold on your credit card 3 days prior to check-in date and will be released in full 3 days following your check-in date if there is no damage and the check-out list is followed. For non-credit card payments, your credit card details will be requested following receipt of your final payment in order to place the hold. Deductions from the Damage Deposit may include, but are not limited to: excess cleaning, hot tub draining and refilling fee, excessive trash removal fee, missing item replacement costs, damaged item replacement or repair costs, repair costs of buildings or grounds, or other service call fee, the no pet policy is violated, soiled dishes are not placed in the dishwasher and cleaned, missing key, doors left open and an animal has entered and caused damage, stained or missing linens, late check out without prior agreement with owner, eviction by the owner, representative of the owner, or the local law enforcement.
7. CHECK IN-OUT - Check-in time is 3:00 pm; check-out time is by 11:00 am. Due to limitation with cleaning staff and schedules your prompt on-time check out is required.
8. PROHIBITED ACTIVITIES - This is a NON-SMOKING/VAPING unit. Smoking/vaping of any kind in the unit will result in charges for restoring the unit as required. Smoking outside must be away from doors and windows. The following are prohibited anywhere on the property: camping, drones, snowmobiles, ATV, RVs, motorized watercraft.
9. **FIREARMS, SHOOTING, HUNTING AND FIREWORKS are strictly prohibited.**
10. PETS - Pets are strictly prohibited. ***Should an unauthorized pet be brought on to the property the renter agrees to pay a \$500/pet/day fine.***
11. CANCELLATIONS – Cancellations made greater than 60 days from check in date forfeit a \$400 cancellation fee. Cancellations that are made 31-59 days prior to the arrival date will result in forfeit of 50% of the total rental plus associated room taxes. Cancellations or changes that result in a shortened stay that are made within 30 days of the arrival date forfeit the full rental amount and associated room taxes. If the owner is able to re-rent your cancelled dates you will be refunded the value of the re-rented days. less the \$400 cancellation fee. ***To avoid cancellation loss we recommend obtaining trip insurance.***
12. CHECK OUT PROCEDURES AND LEFT ITEMS – Renter will follow the checkout procedures listed in the Information Guide in the cabin. Be sure to check carefully for all personal items. ***Should items be left and requested to be returned to renter, renter will be charged a \$20 handling fee plus postage costs.***
13. FALSIFIED RESERVATIONS - Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check-in. If discovered after check-in immediate eviction may occur at owner discretion.
14. OWNER INTERACTION WITH GUESTS - We typically stop by to say hello, answer any questions you may have and provide recommendations should you need them. During your stay garbage may be collected from the trash receptacles on the deck. Other maintenance (inside and outside) may occur should we deem it necessary. In winter our team plows the road and shovels the cabin/lodge decks, walkways and parking areas. **The Lodge has a staff-only facility laundry room accessed periodically by Tumalo Lake Lodge staff via the lower level entry.**

15. ACCESS/PARKING/CHARGING/WINTER VEHICLE REQUIREMENT - Parking for up to ten cars (double parked) is available. Parking for additional cars and larger vehicles (except in winter) may be available elsewhere on the property (owner pre-approval required). Vehicles can be charged for a fee of \$10 any day it is plugged in. ***In Winter, Skyliners Road and our 1.5-mile access road are plowed but can be slippery so 4-wheel/all-wheel drive vehicles with chains available are required.***
16. SPORT EQUIPMENT - Skis, snowboards, bikes, etc. may be kept on the deck but are not allowed inside the house.
17. STORM /ROAD CONDITIONS - We do not refund due to road conditions, inclement weather, snow storms/forest fires/smoke, etc. ***We strongly recommend getting trip insurance with coverage for these situations.***
18. ENVIRONMENT – This is a beautiful 640-acre, forested property with elevations ranging from 4950 to 5400 feet. The Lodge is a few minutes walk to Tumalo Lake (approx. 15 acres). The entire property is surrounded by the Deschutes National Forest. Tumalo Lake is relatively shallow in most places with a soft bottom, is great for canoeing/kayaking/SUP and for swimming if bathers don't mind the soft bottom. In winter do not venture onto the ice of the lake at any time. Wildlife may include deer, elk, coyotes, cougars, fox, etc., most of which move to lower elevations in the winter. During all seasons, guests venturing out on excursions should always be prepared for dramatic changes in weather, taking adequate food, water, clothing, navigational devices, etc. It is always recommended to leave a note within the cabin describing daily plans. Children should always be supervised. ***All activities undertaken by guests are at their own risk.***
19. CELL PHONE/WIFI/TV - Cell phones may not work depending on carrier and location. There is has satellite WIFI so WIFI calling can be used if enabled on your cell phone. The Lodge has a landline phone. There is smart TV/DVD for movies and streaming (using guest account) and viewing Samsung TV programming.
20. Uber/LYFT/Taxis/Mail/Delivery services are not available in this area (no grocery/food deliveries, no USPS-UPS-FedEx, no Uber-Lyft-Taxis), as they do not come all the way up to your location. **Do NOT attempt to order/use any of these services or send anything-** they may tell you they can deliver but your delivery will NOT get to you.
21. FISHING - Tumalo Lake is stocked with Rainbow Trout. We encourage fly fishing and catch & release. *(seasonal).*
22. The Lodge is located about 200-300 yards from the Hillside, Creekside, Lakeside East and Lakeside West Cabins. Renter agrees to keep noise to a minimum so as not to disturb other guests. ***If your primary focus is on partying, drinking, making noise, etc., please select another venue.***