

Rental Agreement: Freebird Ranch — Lodge, Osprey, Owl, and Chickadee

Your completed reservation indicates acceptance of this agreement. Check-in is 5pm, check-out is 10am (no exceptions). No parties, events, or outside guests. No smoking inside or out on the deck. Do not drive anything or park anything on the decks. No fires or barbecues on the property except in our grills out on gravel. Do not move the grills, especially never on to the decks. No fireworks. Music is for your enjoyment and not to be heard by everyone in the valley. The pool and recreation room are shared spaces, so please keep them orderly and clean. Follow pool rules posted at the pool, hours are 10am to 8pm. Nemo 'quiet time' is from 10pm to 8am.

Booking. Payment can be made with a credit card on-line at time of booking.

Cancellation. Reservations can be cancelled up to 60 days before the check-in date. Due to our small size cancellations do affect us significantly. Once we reserve a rental home for you it is off the market, blocking all other requests. **Please purchase travel insurance.**

Cleaning. We hire cleaners to clean and disinfect our homes. We make no assurances whatsoever that we are protecting guests from any virus, bacterium, or other microorganism that induces or can induce physical distress, illness, or disease. Pets are allowed. Please let us know in advance the number and type of pets. Dogs must be on leash when outdoors.

Damages. Guest, making reservation, is responsible for broken, damaged and/or missing furniture, linen, rugs, decor. Any damage, replacement, repair, or cleaning will be billed to the guest.

Indemnification. Owner shall not be liable and guest hereby waives all claims against owner for any damage to any property or any injury to any person in or about the premises by or from any cause whatsoever, except to the extent caused by or arising from the gross negligence or willful misconduct of owner or its agents, employees or contractors. Guest shall protect, indemnify, and hold the owner entities harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of

(a) any damage to any property or any injury to any person occurring in, on or about the premises to the extent that such injury or damage shall be caused by or arise from any actual or alleged act, neglect, fault, or omission by or of guest, its agents, servants, employees, invitees, or visitors to meet any standards imposed by any duty with respect to the injury or damage; or

(b) the conduct or management of any work or thing whatsoever done by the guest in or about the premises or from transactions of the guest concerning the premises; or

(c) guest's failure to comply with any and all governmental laws, ordinances and regulations applicable to the condition or use of the premises or its occupancy; or

(d) any breach or default on the part of guest in the performance of any covenant or agreement on the part of the guest to be performed pursuant to this agreement.

The provisions of this article shall survive the termination of this agreement with respect to any claims or liability accruing prior to such termination.

Thank you and please contact us immediately to address any comfort, safety, and maintenance questions. We live in Nemo and welcome you to come enjoy Freebird Ranch.

— **Traci Rambo and Bruce Keller, owners**