



**Wally and Marabeth Brooks
IttaBena Lodge Rental Agreement
8935 Nesbit Lakes Drive
Alpharetta, Georgia 30022**

770.650.7407

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Cell 404.918.7159

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www.ittabenalodge.com

RENTAL POLICY AND RESERVATION AGREEMENT FORM

This agreement constitutes a contract between the Guest(s) and Claude W. Brooks, Jr. and Marabeth E. Brooks

CHECK-IN TIME

is after 3:00 P.M. and **CHECK-OUT** is before 11:00 A.M. Instructions for access to the cabin will accompany the directions to the cabin.

We will use all reasonable efforts to have the cabin ready for guest occupancy at check-in time, but we cannot guarantee the exact time of occupancy.

Early check-in and late check-out is available. Please call our office for additional charges.

RESERVATION REQUIREMENTS

50% of the total rental fee in advance of the arrival date and a signed **RESERVATION AGREEMENT FORM** is required to secure a reservation. Within 60 days of the booked date, the entire rental fee will be secured against the guest's credit card. A \$300.00 security deposit will also be reserved on the credit card. The rental fee is then **CHARGED** to the credit card on the departure date. We accept MasterCard, Visa, American Express, Discover or Money Orders and checks drawn on U.S. Banks. (If securing with a check, it must be received within 3 days after booking has been made or the reservation will be cancelled.) WE will not accept checks on reservations made less than 30 days prior to arrival.

CANCELLATION

If cancellation is made 30 or more days before date reserved, your reservation deposit will be refunded in its entirety. **NO REFUND IF CANCELLATION IS LESS THAN 30 DAYS BEFORE THE RESERVED DATE.**

CONFIRMATION

Confirmation of the reservation along with directions to the cabin will be mailed, faxed or emailed to Guest(s) upon receipt of the reservation advanced payment and a signed **RESERVATION AGREEMENT FORM**. We also require a signed acknowledgement of the rules and regulation governing the fishing on the creek.

ADDITIONAL GUESTS

Rates are based on per night occupancy for 1-4 persons, including children. Additional guests are \$10.00 per person per night. Occupancy is limited to **Registered guest only**. Occupancy by more than the number of people stated in the rental agreement will result in the forfeiture of all rental fees, security deposit and additional charges to the credit card provided. Failure to obtain permission for additional guests may result in a \$25.00 per person per night charge.

Absolutely no overnight visitors are allowed without prior arrangement made in advance.

KEYS

All keys must be returned to the designated location upon departure. Our rental cabin is privately owned and Guests are responsible for lost keys. The property must be re-keyed in the event the key is lost, misplaced or not returned. Guests will be responsible for the cost of this procedure.

SECURITY DEPOSIT

A security deposit of \$300.00 will be held against your credit card. Your security deposit will be credited back to your card within 5 days of your departure. We reserve the right to keep all or part of your security deposit for any damages to the property or failure to leave the cabin in a neat and orderly condition. (See Check-Out Procedures) If it isn't broken or damaged prior to your arrival, but is after your departure, Guest(s) will be held responsible for the repair or replacement. If you choose to pay for the rental by check we still require a credit card number for the security deposit.

SATELLITE TELEVISION

is provided, but we can not guarantee any programs or events.

TELEPHONE CALLS

Our cabin is equipped with a telephone. All long distance calls are to be placed using a credit card or calling card.

FIREPLACES

Our cabin has a wood burning fireplace, and wood is provided free of charge. Please be considerate when burning the wood. Please burn wood designated for inside fireplaces. DO NOT burn wood designated for outdoor pits, inside the cabin.

BARBEQUE GRILLS

Our cabin is equipped with a gas grill. Please be sure to turn the tank off after use.

SMOKING

ABSOLUTELY NO SMOKING INSIDE THE CABIN. Failure to observe this rule will result in the loss of the security deposit. If you choose to smoke outside, please do not litter.

ALCOHOLIC BEVERAGE

By Georgia Law, no drinking of alcoholic beverages by persons under the age of 21 is allowed.

PETS

Sorry NO PETS ALLOWED.

ATV's

4 Wheel Vehicles, Off Road Vehicles are NOT ALLOWED.

CABIN FURNISHINGS & EQUIPMENT

Our cabin is privately owned with furnishings and equipment provided by us. Décor, style, color and themes are subject to change without notice.

LINENS

Our cabin is supplied with bed linens, towels, blankets and pillows. These items are not changed during your stay. We will provide your initial supply of paper products, soaps, detergents, trash bags, etc for your convenience.

HOT TUB

The Hot tub undergoes a complete water change and is cleaned and is chemically balanced prior to your arrival. Maximum occupancy is 4 persons. Spa Shock is provided and 1 pack should be added to the water each day. Overuse or misuse of the hot tub may result in a chemical imbalance and could create unhealthy water. Please observe all rules posted. If the water should become cloudy or develop an odor, please call us.

REPAIRS /SERVICE CALLS –

Although it is our goal to provide everything in the cabin working upon your arrival, we cannot guarantee against mechanical failure of heating, air conditioning, Hot Tubs, TV's, Satellite receivers, VCR/DVD players or other appliances. Please report any equipment that is not operating properly. We will make every effort to resolve the problem as quickly as possible. Should a repair person make a call to a cabin and find equipment in working order and the problem was due to Guest(s) oversight or neglect, the charge for the service call will be the Guest(s) responsibility. Guest(s) understand and agree that we (or our repair personnel) might need access to the cabin for the purpose of making the repair.

REFUNDS

or rate adjustments are not made for any inconvenience due to construction noise, road repairs, equipment failure, early departures, delayed arrivals or reducing the number of nights reserved with less than 30 days notice. No refunds or re-schedules due to inclement weather.

RESERVATION REQUESTS

We strive to comply with your reservation requests, however we cannot be held liable for events beyond our control which may interfere with your visit. This may include but is not limited to Acts of God, acts of governmental agencies, fire, war, inclement weather and construction noise.

HOUSE PARTIES ARE NOT ALLOWED

Guests shall not disturb or offend any neighbors, discharge any firearms or use any fireworks of any kind in accordance with the State of Georgia, Fannin and Gilmer County Laws. No one under the age of 25 will be permitted to enter into a rental agreement. In order to preserve the beauty and peaceful surroundings, we reserve the right to refuse service or terminate rentals for drunken, loud, or unruly behavior.

CHECK-OUT PROCEDURES

Please leave clean dishes in the dishwasher. No dirty dishes should be left in the sink or on the countertops. Please bag all garbage and place in outside bins. Please pick up all outside litter, including cigarette butts, and place in garbage bags inside bins. All garbage must be bagged. Loose items in the outside bins will result in an extra charge of \$10.00.

To prevent pest problems, please wipe down all counter and table tops.

Please lock all doors and windows, set the A/C to 78 or heat to 55 degrees.

FISHING – FLY-FISHING ONLY

The following rules and regulations apply:

This section of Mountaintown Creek is privately managed. We try very hard to maintain a good trout population; therefore it is **Catch & Release Only**.

Fishing is limited to **Fly Rods Only with Trout Flies having Single Barbless Hooks**. Spinning rods, spinning fly rods, are prohibited for ALL people over the age of 12 years.

All anglers must have a valid Georgia fishing license.

IMPORTANT: Fishing with corn, worms or other bait products is not permitted nor are Artificial Lures allowed. These bait products and barbed hooks make it impossible to release the fish without harming them. Fish caught should be handled minimally, returning them to the water as quickly and gently as possible.

The property owners along this section of Mountaintown Creek are committed to preserving and protecting the trout contained in these waters. If violations of the fishing regulations are noted by the management company or one of the adjoining property owners it will lead to forfeiture of the security deposit, the loss of all rental fees, and immediate termination of your rental!!!

TRASH REMOVAL

We will pay for the removal of all bagged trash, not exceeding a \$3.00 disposal fee. Guest(s) will be responsible for any additional charges exceeding \$3.00, and the amount will be added to the final check-out bill.

CABIN RATES and TAXES

IttaBena Lodge's rental fee is \$195 per night or \$1170 per week. It is subject to a 7% sales tax and a 5% lodging tax.

CLEANING FEES

The cleaning fee of \$65.00 is based on 1-4 person occupancy. It allows for 3 hours of cleaning and 3 loads of laundry. Occupancy of 5-6 persons incurs a \$70.00 cleaning fee for 4 hours of cleaning and 4 loads of laundry. If additional cleaning /laundry time if needed, it will be billed at \$15.00 an hour.

CREDIT CARD

I, the Guest, am providing my credit card number as a guarantee. I agree to pay all rent, accept all terms and conditions of this rental agreement and accept all liability for any damage, beyond normal wear and tear. If I fail to do so, I understand that these costs will be charged to my credit card and all credit card sales are final. If you do not have a credit card, please call us so we can make other arrangements. NO DEBIT CARDS.

Please read, sign, keep a copy for your records and return this entire agreement by our secured fax (770.650.7376), email cwbrooks@bellsouth.net, or postal mail, 8935 Nesbit Lakes Dr, Alpharetta, Ga. 30022. Your reservation is not booked until we receive this completed form with method of payment.

By signing this, I have read and fully agree to all the above policies and to hold harmless from any responsibility or liability, Marabeth or Wally Brooks for any loss, damage or personal injury incurred by any Guest on the rental cabin premise.

Signed: Date:

Print Name: Date:

NAME: _____

STREET: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____ CELL: _____

EMAIL: _____

DRIVER'S LICENSE: _____ AUTO TAG: _____

Note: We accept Mastercard, Visa, and American Express. NO DEBIT CARDS

CreditCard# _____ Exp. _____ Date _____

Signature on card: _____

Name as it appears on card: _____

Billing address of card: _____

Reservation Confirmation

CHECK-IN DATE _____ CHECK-OUT DATE: _____

(after 3:00 p.m.) (before 10:00 a.m.)

Rental _____ Nights @ \$ 195.00 (1-4) Guests per night _____

() Extra Person: _____

Rent Total: _____

(7% Sales Tax & 5% Lodging Tax : _____

Cleaning Fee (1-4 people): ____ 65.00 _____

Total Amount Due: _____

GUEST NAMES: Please include ages of all children.

1. _____ 2. _____

3. _____ 4. _____

5. _____ 6. _____

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