

Rental Agreement

The Great Escape River House
11249 S. River Road, Gulfport, MS 39503
www.GulfportVacationHome.com



Owner: Patricia Dalton ~ 45 Hardy Court, #213, Gulfport, MS 39507

Phone: 504.669.0548 / FAX: 866.553.9390

If you are looking for A "Animal House" Party House ~ Please do not rent from us.

Normal innkeeper's laws for the state of Mississippi are applicable

UPON ARRIVAL ~ If owner is unable to meet guest, for a quick walk through & explanation of the property & some of its unique features, a Rental Guide will be sent prior to your arrival.

MINIMUM AGE OF RENTER IS 28, a copy of Driver License is required. We reserve the right to copies of Driver Licenses for anyone staying/visiting the house. At Spring Break, Mardi Gras & other "Party Times" on the Coast, this is common practice for this property.

EXCEPTIONS - Any exceptions to the mentioned policies in this document, must be approved in writing in advance.

Signature

DAMAGE DEPOSIT- A damage deposit of between **\$1,000 - \$5,000** is required and included in your invoice total. The deposit is NOT applied toward rent; however, it is fully refundable within (14) days of departure, provided there is no damage, items are not removed, and the house is not left in poor condition. The following is a brief list, but not an inclusive list, of provisions that must be met to receive your full deposit back:

1. NO damage is done to home or its contents, beyond normal wear and tear.
2. All debris is placed in garbage Cans (downstairs) and all soiled dishes washed, prior to departure.
3. NO linens, bedding, towels or other household items are lost or damaged.
4. NO wall art, furniture, outside furniture, electronics, etc. is damaged & if moved, returned to its original spot
5. All charges accrued during the stay are paid prior to departure.
6. NO SMOKING inside & NO PETS were on property - ENTIRE Deposit (possibly more) forfeited for either
7. **NO Early check-in or late check-out. Check-in is after 4 PM CST & Check-out is by 10 AM CST - every effort is made to have the house ready for check-in. When there is a same-day Checkout & in. this is not always possible. We very much appreciate your understanding and Cooperation. while every effort is made to get you into the house as timely as possible while delivering a thoroughly cleaned residence.**
8. The renter is not evicted by owner (or representative of owner) or the local law enforcement.
9. No damage or excessive cleaning, not covered by Cleaning Fee is required (see Website for full details).
10. NO lingering odors that will disturb the next guests stay (strong spices, fried fish, smoke, burnt food, etc.)
11. All doors and windows are left locked: \$50 deduction per door or window left ajar or unlocked.
12. **MAXIMUM Occupancy- (+0) Guests, outside day/night visitors; please limit cars to no more than 6.**
13. HOT TUB & SWIMMING POOL instruction are followed; also, If excessive cleaning is needed because of, but not limited to: vomiting, defecating, dirt, debris, SAND, food, a live or dead fish, bubble soap, bobby pins, Small children's toys in pool filter. Chewing GUM. Scented Oils, etc. Full or part of deposit could be forfeited.
14. After 9 PM - MUSIC at or below 20 decibels/Other noise kept to a customary level for a quiet neighborhood.
15. **FALSIFIED RESERVATIONS** - Any reservation obtained under false pretense is subject to forfeiture of advance payment, deposit and/or rental money, the group could not be permitted to check-in or even evicted.
16. I acknowledge receipt of the Check-out Policy & What is & is not covered by the Cleaning Fee. I understand, if necessary, a portion of my Damage Deposit may be used to cover additional costs to return to the house to the condition it was, prior to my arrival, should I fail to leave the house as indicated in the documents.

DURING TENANCY - Renter, agrees to hold harmless the property owner(s) & assume all liability for not only themselves, but those staying or visiting. Renter's Liability extends to those on the occupancy list & even those that may not be listed there. This includes, but is not limited to, responsibility for incidents that may result in damages, injury, poor behavior, excessive cleaning, etc. Renter further agrees to follow the house policies in the guest book and posted at this house being rented..

PAYMENT - The Signed Rental Documents, your Reservation Deposit (50% of Total Amount Due), & a copy of your Driver's License, needs to be received within 7 days (a scanned or faxed copy within 72 hours) to confirm your stay. The remaining 50% needs to be received at least 30 days prior to arrival. These 2 payments can be made either by personal check or any credit card PayPal accepts. With a Personal Check, there are no additional fees (unless it is returned, then maximum state of MS fees apply). Credit Cards with PayPal, usually incurs a 3.5% fee; sometimes more, especially in the case of payments made from outside the USA: Rental Rates are NET. any processing fees must be paid by the Renter.

Bookings made less than 45 days in advance, need to be paid in full. Bookings made less than 30 days in advance, need to be paid by Credit Card, with applicable fees being paid by Renter. unless otherwise specified.

Please make payments in the form of a check payable to: **"Patricia Dalton," 45 Hardy Court, #213, Gulfport, MS 39507** .

CANCELLATIONS made Sixty (60) days prior to arrival, will be refunded, less \$299 booking fee, & only when another party books your dates. No refunds for cancellations within 60 days of arrival or for Early Departure. Why? ~ Because we accommodate large groups & it is difficult to arrange a vacation for 18 plus people, within a short period of time. If your dates are booked by another party, we will refund your payment. Owner reserves the right to cancel the reservation should the property become unavailable due to inhabitable conditions. All monies will be returned if cancellation is due uninhabitable issues as determined by Owner.

Elevator Release & Use Agreement

The Great Escape River House ~ 11249 S. River Road, Gulfport, MS 39503
www.GulfportVacationHome.com

Owner: Patricia Dalton ~ Phone: 504.669.0548

Dear Guest,
I take your safety and the safety of all guests very seriously.

I've resisted adding anything to the house or grounds that carries a liability issue (i.e. Could harm a guest). I've put off adding a Passenger Elevator & have not allowed use of the Freight Elevator. I've got to chuckle, but we had a group of 60+ year old Canadian Men, most retired school teachers (they were absolutely precious); until they broke into the locked Freight Elevator, did \$150 in damage & require the Fire Department to rescue them! Okay, they're still Precious (a bit more sheepish)... Gotta Love my Guests! Some Grown men will come to this house & turn into mischievous boys, loosing all common sense. Yes the house is that Awesome.



After a few rentals, I've figured out, if it can go wrong, it probably will ..., So, I've invested in a Passenger Elevator w/ many safety features. It'll take a decade to recoup the Elevator Investment; but its was worth it. Return guests are aging, Bookings have been lost because of mobility issues, & when the worst thing anyone can think to say about this house is that carrying up & down groceries & belongings was a pain in the neck; well it's time I eliminate the pain.

I do ask, that you sign here & below, agreeing to the following prior to your arrival & using the Elevator:

Signature

Every Signer of this Document will be over 28 years old. It is agreed the term "Elevator Operator" applies to each signer of this document.

Only those signing below will Operate the Passenger Elevator (this sheet can be reprinted for each person). The signer(s), Elevator Operator, agrees to insure this rule is followed.

There is one Elevator Key. It is needed to Bring the elevator up or down. It is also needed to operate the Elevator. This key will be kept in a secure place, **NEVER left near or in the Elevator**, away from children & those who have not signed this document. Prior to leaving, Elevator Operator agrees to leave the key where it was found (in the front foyer on the granite counter - under the TV) - with the Elevator Instruction... For the next arriving group.

The Elevator, when not in use, **MUST be left upstairs**. Elevator Operator understands if the Elevator is left in the down position, when not in use, they will loose Elevator privileges .

Elevator Operator agrees at departure to **leave the Elevator in the up Position** - up stairs.

Elevator Operator agrees the Elevator will only be used for:

Transporting groceries, personal belongings, etc.

Transporting mobility challenged people

Elevator Operator agrees the Elevator is not to be used:

As a method to gain access to the upper or ground floor. With groups in excess of 20 people, the Passenger Elevator would be extremely taxed by the comings & goings of so many. The exception is the Mobility Challenged - Elevator Operator may transport them as Needed

By anyone under the age of 28 years old & anyone who has NOT signed this document.

Elevator Operator also agrees to prevent children from playing on or near the Elevator. There are exposed mechanisms at ground level. Keep Children away from Elevator... Even (perhaps especially) when not in use

Signer of this document is responsible for enforcing it & assume liability for Elevator's misuse. Instructions for Use of Elevator will be emailed prior to arrival. A copy of these instructions will also be at the House. Signers of this document agree to NOT use the Elevator until they have read this the Instructions. If the Owner, fails to provide the instructions - Signer agrees to not use the Elevator until the Instructions have been provided.

Please provide a copy of the driver's license of each signer. Elevator Operator's must be at least 28 years old.

By Signing below, I agree to all the terms and conditions of this agreement

X
ELEVATOR OPERATOR 'S SIGNATURE Date

OK to place Driver's License here,
Scan & Email (or Copy & Fax).
Original is Nice - but not Necessary

X
Print Name

~ Thank you - Patricia Dalton

Elevator Instructions

When you arrive at the Great Escape River House, you will need to climb the front stairs, enter your door code, enter the house, and retrieve the Elevator Key. The key to operate the elevator will be in the house, next to the welcome book, at in the foyer area, to the left as you enter the house.

The key will be needed at every stage of the Elevator Operation. If you fail to leave this key when you depart, there will be a \$50 charge back.



The far left photo is how the control looks inside the Elevator, the closest picture to this text, is how it looks on the outside at ground level and outside on the upper deck. Almost identical.

The top Red button, will take the elevator up
The middle Green Button, will take the elevator down

No matter which direction you are going, you will need to have the key in the on position. You will also need to hold the Red or Green button in during the trip up (or down). This is a safety feature. To stop the elevator, just release the Red (or Green) button.

The large bottom Red button, is an emergency stop button. This is a redundant button that would only be needed if one of the top buttons failed to stop the elevator once they were no longer being pushed.

TROUBLE SHOOTING:

- If the Bottom Red button is pushed in (it only takes one, at top, bottom, or in the elevator), the elevator will not

move. The bottom will need to be pulled out for elevator to operate. Remember to check all 3 bottom red buttons.

- If the bottom or top gate is not fully closed, the elevator will not work. Check both Top & Bottom.
- If the key is not engaged, the elevator will not run.
- Upstairs & Downstairs Gates are sensitive; open them too quickly and they will latch. Gently and they will open.

FAQ:

"Do I need to stop the elevator when I think it has reached the bottom? Or when I think it has reached the top?"
No. The elevator will stop on its own when it has reached the bottom or the top. There are safety features in place to make this happen. Should you notice that it doesn't stop so it is perfectly lined up / flush with the upper deck or concrete pad, please immediately bring this to owner's attention.

SAFETY:

- Only the signer of the Rental Agreement, with a separate signed Release is allowed to operate the elevator.
- Supervisor Children around or during ride in elevator. Children are NOT to play on, around or by Elevator, there are exposed mechanisms that can be damaged. Watch for fingers or limbs hanging out of the elevator. While there are many safety features, it is not idiot proof, use common sense and be alert when in the elevator.
- NO NOT OPERATE WHILE INTOXICATED!
- NO Smoking in Elevator
- Elevator is not to be used as the means of transporting the house Guests up and down during the course of their stay. It is for the specific use of moving the mobility challenged, Moving in or out personal possessions and groceries.

In a house that routinely accommodates over 20 different people weekly, there is too much opportunity for injury or damage to the elevator or the Guests, to use as routine method of getting from one story to the next.



**ALWAYS LEAVE THE ELEVATOR AT THE TOP DECK WHEN NOT IN USED
- AT END OF DAY & WHEN YOU DEPART**

LEAVE THE KEY WHERE YOU FOUND IT IN THE HOUSE FOR THE NEXT GROUP



CHECK-OUT POLICY

To insure you get your full Deposit back, this is how the house & areas around the house should be left:

OUTSIDE:

(very little of your cleaning fee has been dedicated to the outside areas):

Pool:	Removed everything from the pool area & from the bottom/surface of the pool.
Grill:	Cooled Coals disposed of, run grill brush over rack to remove residual food. Please NEVER put wood, twigs, leaves, branches, etc. In the Grill. only use coals
Deck:	Remove all debris, trash, etc. return furniture to its proper spot. All floatation devices, pool toys, etc. Put under stainless steel table.
Umbrellas:	All down & strapped closed (this needs to be done daily, before leaving the pool area).
Trash:	Removed, put in large rolling trash cans under the house.
Path, Yard, Deck:	All trash, debris, cigarette butts, etc. Properly disposed of in trash cans under house.
Patio Furniture:	Please return any lawn furniture back to where it was when you arrived.
Seafood:	If there are any seafood remains left on the ground, decks, outside sink, etc. Some Deposit will be kept. If you bring seafood, please have a plan to properly dispose of it.

INSIDE:

Grease & Other messy things:	Properly dispose of any grease (put in a sealed container, preferable the one the grease arrived in), and put in the large down stairs trash. Please have a plan for properly disposing of any messy, residual, or leftover food. If you don't have a plan for getting rid of it, we certainly don't. Please DO NOT leave your FOOD or Food BYPRODUCTS for us to remove.
Dishes:	Any dishes, cookware, utensils, etc. Used during your stay, must be cleaned & put back in their cabinet. Dishes, etc. used the day of departure, are fine to have them washing in the dishwasher when you leave.
Trash:	All household trash needs to be bagged & brought down to the downstairs large trash cans.
Bedding:	Any bed slept in, leave unmade. Do NOT take bedding to the laundry room. Our cleaning crew is routinely switched out & the arriving crew, the day of your departure, needs to see what bedding goes where. It also makes it easy, should there be damage to bedding, to let you know which room the bedding was in, making it easy for you to know who is responsible.
Towels:	Used towels can either be left on the floor in the bathroom, laundry room, or if you wish, you can start a load (or two, there are two washer machines) before you depart. It's appreciated, but not required.

"CAN WE LEAVE EARLY?" YES!

Previously, Some guests have thought, they had to stay until check out, basically having to wait until the maids arrive to turn the house over them. It is fine, to leave earlier than check-out. We ask that you MAKE SURE ALL DOORS ARE LOCKED, and if possible, let us know the night before or morning of your departure (text or call). Someone will go over, after you leave, & set the house alarm. If you stay until checkout time, between 9:45 - 10 AM, the 1st, 2nd & possibly 3rd cleaning person will arrive (they tend to arrive in staggered shifts). Prior to 10 AM, if you are still getting yourselves together, just tell them to wait. At 10 AM, they must have access to the house to begin the cleaning. It's a 6 hour, frantic, process from beginning to end, to get the house ready for the next arriving guests. FYI - cleaning crew speaks very little English.

Primary Renter Signature

Print Name

Date

Policy: Check-out Code: 08-12CK

File Name: websites\Weebly\checkout.lwp

Cleaning Fee Includes:

1. Sanitized and cleaned bathrooms
2. Surfaces wiped, vacuumed, or dusted; from dressers, night stands, to counter tops, etc. in the 4,500 sq. ft. House
3. Freshly laundered Bedding, for 14 Sleeping accommodations
4. Freshly laundered Bathing Towels, over 22 sets of towels & fold
5. Freshly laundered over 18 Thin extra towels (should you forget your own beach / pool towels)
6. Freshly laundered kitchen hand & dish towels
7. Freshly Striped & Made, up to 12, Beds, from Full top & bottom bunks, to King size; to Queens to Convertible sofa bedding.
8. Check for and return to Owner any items guests left that they may wish to have returned.
9. At pool side, wiping down tables
10. Covered Deck areas (off house), tables are wiped down
11. Slider doors are cleaned as needed
12. Hot Tub is emptied, cleaned, sanitized, filled and treated

All that being said, because nothing takes up as much time as doing the laundry (well most of the time), any towels you have washed and dried, while not required, is appreciated. Even if its just starting the first load of towels prior to your departure, its a big time saver. Don't bother folding the laundry. The maids, like me have a bad case of OCD and want them folded a certain way.

Not Included in Cleaning Fee:

The below are examples of what is not included, it is impossible to think of every possible scenario, These are just a few that have happened at least two or more times:

- Moving household items such as glasses, dishes, board games, interior or exterior furniture, etc. From, for instance, the pool or dock area, loft, or bathroom, to the room / area they go in. Please return any floats you used to the SS table bottom shelves and return any item/piece of furniture used/moved to the place you found it.
- Removal of any decorations or the remnants of any decorations or party favors; no matter how small.
- Removal of all evidence of chalk drawings, if your children has done any. Our maid staff has not budgeted for this removal & the next family would no doubt like a clean pallet. We have worked hard to depersonalize the house. Leaving only a few family photos. We ask that our guest also remove their personal touches on the house & its surround areas before departing, returning the house to the same condition they found it, except for what is covered by the cleaning fee.
- Washing, putting away glasses, pans, dishes, etc. used during your stay, OK to put your departure morning dishes, glasses, etc. In dishwasher & leave them to wash after you depart
- Removing trash from night stands, counters, floor, etc. During your stay, please Pick up trash, used tissues, receipts, paper plates, pizza box, coke cans, etc. & please put this trash into a can, there is one in every room, in the loft, please use the bathroom trash can. At the end of your stay, please make sure all trash (including food from freezer, refrigerator, cabinets, etc.) is disposed of in one of the large dumpster style trash receptacles under the house. If trash day, Wednesday or Saturday, please move container to street, with lids facing street, wheels facing house.
- Cigarettes Butt removal from grounds, ash trays, etc. While smoking isn't allowed inside, we do allow smoking outside and have provided a few ash trays for the guests convenience. In the past, a few groups have had us regretting this decision, by leaving butts in the yard, full ash trays, and remnants of boxes, ashes, butts, etc. around the exterior of the house. While cigarette smoking outside the house, we ask that you do not increase the staff's work load and that you please empty & clean the ash trays and not leave any evidence of cigarettes around the house, its porches, decks, pool area, dock area, grounds, etc.
- Disposal of used food from kitchen, bar area, etc. Please dispose of this in the large downstairs trash receptacles under the house.
- Grease or Oil stains. Should you spill these are other difficult to impossible to clean up products, professional steam cleaning will be required and there will be a charge back.

Thank you, in advance, your cooperation is greatly appreciated

Primary Renter Signature

Print Name

Date

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