



Jarbidge Canyon Retreat Center: An Earth & Art Institute

“Where creativity & sustainability meet the human heart.”

P.O. Box 260036, Jarbidge, NV 89826
800/324-7040

Reservations@JarbidgeCanyonRetreatCenter.com
www.JarbidgeCanyonRetreatCenter.com

Eagle’s Nest Rental Agreement

1. CHECK-IN TIME IS AFTER 3 PM (Mountain Time) AND CHECK-OUT IS 11 AM. NO EARLY CHECK-INS. This agreement does not create a tenancy or residence. You must depart by the appropriate time. **NOTE: ALL TIMES ARE MOUNTAIN TIME.**
2. This is a NON-SMOKING (If you smoke, please do so outside, put out completely and dispose of butts in outside trash barrel—there is a high danger of wildfires!) and NON-DRINKING unit. (If you want a glass of wine, be our guest. If your goal is to be drunk, this isn’t the place for you. Noisy partying, drunkenness, drug use, driving under the influence are all grounds for eviction without refunds of any kind.)
3. PETS may be permitted in the unit with written permission from the management when reservations are made. Pet fees are \$20/night/pet or \$100/week/pet—two pets maximum.
4. NO CHILDREN UNDER 16. We will not rent to vacationing students or singles under 25 years of age unless accompanied by an adult guardian or parent.
5. SECURITY DEPOSIT: A security (damage/reservation) deposit of \$200 is required. This must be received within seven (7) days of booking the reservation. The deposit automatically converts to a security/damage deposit upon arrival. This deposit is NOT applied toward rent, however, it is fully refundable within fourteen (14) days of departure, provided the following provisions are met:
 - a. No damage is done to unit or its contents, beyond normal wear and tear.
 - b. No charges are incurred due to contraband, pets or collections of rents or services rendered during the stay.
 - c. All trash is removed and unit is left as outlined below:

Departure: Check out time is 11AM on the day of departure. **Kitchen:** Please wash all the dishes you used and put away, wipe down kitchen counter and stove top, and sweep the floor. Be sure to take all leftover food with you and wipe down the fridge. **Linens:** when you leave, please strip the bed(s), fold blankets and bedspreads and leave them on the bed. Pile used sheets & towels on the floor downstairs. If towels are wet, please hang over the shower curtain rod or on the drying rack by the washing machine. **Windows & Blinds:** Close all windows and blinds. **Turn everything electrical off:** Be sure the water heater is set on “vacation” and the thermostat is off (all the way to the left). **Trash:** Please empty

your waste baskets into the blue barrel in the first bay, remove the garbage bag and take it with you to Jarbidge Landfill or other appropriate facility.

- d. All keys are left on the kitchen counter and the unit is left unlocked.
 - e. All charges accrued during the stay are paid prior to departure.
 - f. No linens or household items are lost or damaged.
 - g. NO early check-in or late check-out.
 - h. The renter is not evicted by the management (or representative of management) or law enforcement. Destructive behavior will be grounds for eviction.
6. **PAYMENT:** An advance payment equal to 50% of the total rental bill is required 60 days before arrival or when reservation is made, if less than 60 days. The advance payment will be applied towards the rent. Please make payments by credit card through PayPal or in the form of traveler's checks, money orders, cashier's checks or personal checks payable to the Jarbidge Canyon Retreat Center. The advance payment is not a damage deposit. The **BALANCE OF RENT** is due fourteen (14) days before your arrival date, or when reservation is made, if less than 14 days.
7. **CANCELLATIONS:** A sixty (60) day notice is required for cancellation. Cancellations that are made more than sixty (60) days prior to the arrival date will be refunded in full, except for those made by credit card. All credit card cancellations are subject to a 6% cancellation fee. Late cancellation (less than sixty days prior to arrival date) will forfeit 50% of total rental bill. Early departure does not warrant any refund of rent.
8. **MONTHLY RESERVATION CANCELLATIONS:** Monthly renters must cancel ninety (90) days prior to arrival date to receive full refund (except for credit card fee: see #7 above). Monthly renters who make changes that result in a shortened stay must do so at least sixty (60) days prior to arrival date.
9. **MAXIMUM OCCUPANCY/FOUR PERSONS:** The recommended number of guests is limited to two (2) persons. Additional guests up to two more, *may* be allowed with written permission in advance by the management, and will be assessed an additional charge of \$25/night/person or \$150/week/person.
10. **MINIMUM STAY:** The unit requires a **TWO (2) NIGHT MINIMUM STAY**. A longer minimum stay may be required on holiday weekends or during longer holiday periods. If a rental is taken for less than the minimum stay, the guest will be charged for the minimum stay.
11. **INCLUSIVE FEES:** Rates include a one-time linen/towel set-up. Amenity fees are included in the rental rate.
12. **NO DAILY HOUSEKEEPING SERVICE:** While linens and towels are included in the unit, daily housekeeping service is not included in the rental rate, however it may be available with advance notice for an additional fee. Beach towels are provided in summer. Household towels may not be removed from the unit and all linens must be accounted for at departure. For weekly or longer reservations, please discuss housekeeping options with the management at time of reservation.
13. **RATE CHANGES:** Rates are subject to change without notice.

14. **FALSIFIED RESERVATIONS:** Any reservation obtained under false pretenses will be subject to forfeiture of advance payment, deposit and/or rental payments and the party will not be permitted to check-in.
15. **WRITTEN EXCEPTIONS:** Any exceptions to the above mentioned policies must be approved by the management in writing in advance of arrival.
16. **KEYS:** A key(s) will be provided in a lock box when you check in. When you check-out, leave the keys in the lock box in the same location as check in. Failure to return the key(s) will result in a \$35 charge.
17. **STORM POLICY:** Guests who choose to rent during the snow season(s) will need a four-wheel drive vehicle. No refunds will be given unless the road into Jarbidge is officially closed. If the road is officially closed, we will refund any unused portion of rent from guests scheduled to arrive, who want to shorten their stay, to delay their arrival until after the road is officially opened. Or, if the road is officially closed, we will refund rent, fees & deposit of guests who must cancel due to the road closure, however, all credit card cancellations are subject to a 5% cancellation fee or \$50 whichever is greater.
18. **EVICTION:** Guests may be evicted for failure to adhere to the policies described in this ***Rental Agreement*** or the document entitled ***How Things Work*** pertaining to the rental of this unit. In case of eviction, there will be no refund of rent or security deposit.

RELEASE AND CONSENT AGREEMENT

By signing this release I state that I understand that the Jarbidge Canyon Retreat Center (JCRC) is a “nature retreat” dedicated to providing its guests with the opportunity to experience nature with as little development as possible. I acknowledge that there are certain inherent risks involved in experiencing nature and I understand and agree, as a guest of the JCRC, I am seeking such an experience and taking full responsibility of my safety and wellbeing and that of any minor on whose behalf I am signing. I further understand and agree that I will not and cannot make a claim or sue the Jarbidge Canyon Retreat Center or Beverly deGero doing business as the JCRC.

ACKNOWLEDGEMENT AND ACCEPTANCE OF RISKS: I, the undersigned, hereby acknowledge that I have voluntarily chosen to visit the JCRC and fully accept that certain risks are inherent in any recreational activity and cannot be eliminated, altered or controlled, and these risks that contribute to the unique character of nature can also be the cause of injury, illness, death and damages.

RELEASE: In consideration for the JCRC and Beverly deGero allowing me to be a guest on the JCRC property, I voluntarily agree to release, discharge and hold harmless the JCRC, it’s officers, agents, employees or volunteers, and Beverly deGero for any and all claims of liability arising out of their negligence, fault, recklessness and any other act or omission which causes the undersigned illness, injury, disease, death and damages of any nature in any way connected with being a guest at the JCRC. ***In signing this document, I fully recognize and understand that if I (or any minor on whose behalf I am signing this release) am hurt, die or my property is damaged, I am giving up my right to make a claim or file a lawsuit against the JCRC and Beverly deGero, even if they negligently or by some other act or omission caused the injury or damage.***

LEGAL COSTS: I further agree to hold harmless, defend and indemnify the JCRC and Beverly deGero from all defense costs, including attorney's fees, incurred in connection with claims for bodily injury, wrongful death or property damage sustained by myself or any minor under 18 years of age on whose behalf I am signing or which I may have caused to spectators or other third parties, whether negligent or not, in the course of my being a guest at the Jarbidge Canyon Retreat Center.

This is a release—please read it carefully before signing!

By signing below, I agree to

- 1) all terms and conditions in this Rental Agreement and***
- 2) I further declare that I have carefully read the How Things Work document and***
- 3) that I understand the unique environment and conditions I will encounter should I choose to rent the Eagle's Nest and***
- 4) that I have read and understand the Release & Consent Agreement:***

Guest Names (please include all guests) _____

Address _____

Phone _____ Email _____

Guest Signature _____ Date _____

Guest Signature _____ Date _____

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