

PLEASE PRINT AND COMPLETE IN FULL – DO NOT CUT AND PASTE TO OTHER DOCUMENT – WE MUST HAVE FIRST 7 PAGES OF THE CONTRACT RETURNED TOGETHER IN ORDER TO FULLY PROCESS....

Rental Agreement – **Tall Tree Cottage** – Rev. 05/2010
Patterson Properties & Management Co, LLC
PO Box 14322, Springfield, MO 65814

PLEASE FAX (most secure method of transmittal) BACK TO US AT 417-459-4623 OR email as a file attachment to – info@BransonLakeHomeVacationRentals.com

Today's date of application submission: _____

Property: 585 Tall Tree Rd, Blue Eye MO 65611

Please refer to our [website for directions to the property](#). Google Maps and GPS are NOT accurate.

Owner(s) / Management: Patterson Properties & Mgt Co, LLC

Contact information: www.BransonLakeHomeVacationRentals.com

Phone #: 417-234-3466

Fax #: 417-459-4623

Email address: info@BransonLakeHomeVacationRentals.com

Accommodations: Two Queen Sized beds, Two Twin (in loft area) & One Queen Sofa bed, Linens & Towels & Kitchen fully stocked with appliances and utensils. *See item #21 of agreement regarding what we minimally provide to our tenants. As there is no phone service on site, it is recommended you bring a cellular device to place calls.*

Cancellation: See item #5 of the following agreement.

MAXIMUM NUMBER OF OCCUPANTS: The Cottage is to be occupied by no more than EIGHT (8) persons at the maximum (including children). **Contact us for possible exceptions.**

ALL INFORMATION BELOW IS MANDATORY IN ORDER TO PROCESS APPLICATION

Tenant Information (Responsible Party) * We do not give out personal information to third parties, email or Spam our clients w/ email solicitations. [See our Privacy Policy on website.](#)

First & Last Name: _____

Address / City / State/ ZIP: _____

Primary Contact Phone: _____

Cellular Contact while on Property: _____

Emergency Contact / Relationship / Phone : _____

Correspondence Email address (for receipt): _____

Vehicle License Plate Number _____ **State** _____

Number of NIGHTS requested --- 2 3 4 5 6 7 8 other
Occupancy Dates:

* Check In Date (3pm)		* CheckOutDate(11am)	
-----------------------	--	----------------------	--

*** Please note check in is at 3 pm or after, Check out is at 11am – we often have back to back rentals and thus it is imperative that ck out be no later than 11am in order to turn it over.**

Number of persons in party: _____ (not to exceed **8 total – unless approved** in writing)

Names and ages of each person in the party (please list):

_[ie: John Smith (32), etc] _____

I / We agree that we are NOT bringing any pets & understand they are not allowed in the homes or on the premises ---- see item #15. (Please ck the box if you agree).

Rates – 2010 Season			
Dates	Nightly*	Weekly	Monthly
Dec 1 – Dec 31, 2009	\$180*	\$1260	
Jan 1 – Feb 28, 2010	\$160*	\$1120	N/A
Mar 1 – May 20, 2010	\$190**	\$1330	N/A
May 21 – Sept 12, 2010	\$250**	\$1750	N/A
Sept 13 – Dec 31, 2010	\$190**	\$1330	

*** Two night minimum stay required**
**** Three night minimum stay required**

** Memorial Day, Independence Day, Labor Day - **5 night Minimum**

Major credit card required to be on file with all applications (see next page below).

Taxes Not Included w/ rental rates -- Add 5.975% to rental rates above
+ **\$150 Security Deposit** @ Reservation time to hold your dates, which is *100% refundable upon leaving the premises in good condition per agreement.*
+ Customary Cleaning Fee of \$60 (non-refundable)

Rates subject to change prior to booking

Nightly Rental Fee \$ _____ x (_____ nights) = \$ _____
Promotional Discounts (if applicable) - _____
Sub Total of Rent Due = \$ _____
x .05975 (Tax @5.975%)
Sub Total Rent w/ Taxes = \$ _____

Customary Cleaning Fee (non-refundable) + \$ 60.00
= \$ _____

Mandatory Security Deposit (Refundable) + \$ 150.00
=====

Grand Total = \$ _____

Security Information / Card on File (all info below **required):**

NO Debit or Check Cards PLEASE ! - \$10 admin fee if we process a *Debit card* and it bounces ***due to daily limit restrictions set by your bank.***

Name as appears onCard			
Number on Card <i>Must start with a # 4 or #5</i>			
Expiry Date		CVV Number (last 3 or 4 digit code on back)	
Address to which the credit card billing is sent			
	Street Address		Zip Code
Card Issuing Bank (on back of card)		Bank Phone Number (on back of card)	
Driver's License Number		Issuing State	

Signature of Card Holder above : _____

*Credit card information is still required to be on file with us even if paying with a check. **This would be for the same reasons any major hotel chain would make the same request at check in. Feel free to call in the above card information to us if you prefer... 417-234-3466.**

Choose ONE payment method below from Option 1 or 2:

*** (if your arrival date is within 30 days of the application submission date, you will select OPTION 1 (credit charges ONLY), to pay IN FULL now – please review our Cancellation Policy below – item #5).**

Option 1) Payment Method (USE only if paying IN FULL – Select ONLY one):

Charge Credit Card as noted above – We accept **MasterCard / Visa**. We use Payment Processing, Inc. (PPI) for all transactions & are a certified vendor for PPI. “TallTree” will be noted on your credit card billing.

Personal Check: **must be received 45 days prior to arrival** to clear our banking system. Make check payable to **Patterson Properties & Mgt Co, LLC** and mail to:
Patterson Properties & Mgt Co, LLC, PO Box 14322, Springfield, MO 65814

Option 2) Payment Method (if paying ONLY DEPOSIT at this time):

I will pay initial security deposit of \$150.00 by **charge to our credit card** noted above. Remainder of payment due is requested to be **charged to credit card** on file above, *approximately 30 days prior to arrival* OR, I choose to **mail personal check for remainder total fees** (less security deposit), *to be sent no less than 45 days prior to my noted check in date*. Make check payable to:
Patterson Properties & Mgt Co, LLC, PO Box 14322, Springfield, MO 65814

We will process credit card payments upon receipt of this contract and will **email** you a receipt of payment within 24 hours of processing. If paying in full by check, your **cancelled check will serve as your receipt, along with our email we will send**. We reserve the right to include appropriate service charges on all *bounced checks received* & any *unnecessary processing fees we might incur* for multiple attempts to charge debit cards that have daily limit restrictions set by your bank. **Please do not use a debit card – we’d rather you pay by personal check if needing to do so.**

I / We further agree:

1. The undersigned are renting **Tall Tree Cottage** @ 585 Tall Tree Rd., Blue Eye MO for vacation or recreation purposes,
2. Are responsible for full payment for the entire rental period: minimally a \$150 Deposit being due with the return of this Agreement, and the *Balance of the rent being due 30 to 45 days prior to occupancy* (if not all paid in advance). Payments must be made by Accepted Credit Card or check. **We require checks to clear before securing your date** on the calendar (thus, checks must be received 45 days prior to arrival).
3. Reservation will not be confirmed until the Rental Agreement has been returned and the Deposit cleared. Email receipt will be sent to address on file within 24 hours of charges.
4. Failure to make / secure payments when due will result in default of this Agreement & forfeiture of any security deposits or fees paid to date.
5. **Cancellation Policy – Non negotiable:** Full refund, less \$150 handling fee *upon 30 days notice for most nightly rentals*. Reservations for all Major Holidays (including Labor

Day, 4th of July, Memorial Day, Thanksgiving & Christmas), Monthly, and stays of 7 nights or longer **require 45 days notice**, less \$150 handling fee. *****If cancellation occurs within 30 or 45-day cancellation period, whichever applies, the entire funds paid to date of cancellation request are fully earned and non-refundable.** Patterson Properties, LLC recommends travel insurance from several reputable trip cancellation / interruption insurers to assist with alleviating this type of unforeseen risk. I / we have reviewed the vacation rental website link for details on trip cancellation/ interruption insurance options – www.BransonLakeHomeVacationRentals.com (“TripInsurancePackage” link).
–Policy Rev. 4/09

6. Weather / Acts of God: Additionally, Patterson Properties, LLC will not refund monies paid in advance due to cancellation or interruption of trip for inclement weather, conditions of lake, or other circumstances beyond our control, in MO or otherwise.
7. If I (We) do not personally inspect the premises prior to signing this Agreement, I (We) agree to accept the rental property upon arrival, provided it meets the basic description as listed on our Rental Website (www.BransonLakeHomeVacationRentals.com) . In Addition, I (we) agree that we will not be entitled to a refund of rent money, nor relocation to another property, and will have no claim or recourse against the Owner, Property Management, etc. Our properties are professionally cleaned and maintained.
8. Entry to this property is “keyless” and as such requires the use of a special 4 digit code that will be given to you via phone call and / or email notification about *24 hours prior to arrival*. Patterson Properties, LLC will not disclose this code any earlier, for security reasons.
9. I (We), our guests and visitors, **agree to not smoke in the Cottage**. If we elect to smoke outside, we **will not leave any traces of smoking, including in yard (butts)**. Any violation of the smoking policy will incur a \$50.00 charge and if additional cleaning is necessary to remove smoke odors from the house and/or linens, any additional costs will be subtracted from our security deposit or charged accordingly.
10. That there will be no large parties or other **loud noises** in the home, on the premise or shoreline, **especially after 9pm at night**. That all tenants listed previously will maintain the premises in good order and appearance and conduct themselves in a manner inoffensive to any neighbors. **–Policy Rev. 4/09**
11. That any drug use on the property, or any disturbance, annoyance, endangerment, or inconvenience of the neighbors; or use of the premises for any immoral or unlawful purposes, or violation of any law or ordinance or nuisance on or about the premises will constitute a breach, and Patterson Properties, LLC may immediately terminate our occupancy and this rental agreement.
12. Note that nearest & only neighbor to Cottage is Stan Patterson, Owner’s Agent (and father) of Derek Patterson / Patterson Properties LLC. Patterson Properties LLC would request that any & all **initial inquiries or concerns** that arise on site be directed to Derek Patterson **FIRST**; if immediate needs are required Derek or Jennifer Patterson will contact Acting Agent to assist with any potential issues on site. **–Policy Rev. 3/10**
13. Owner or Owner’s Agent may enter the premises immediately in the event of an emergency, in order to perform necessary repairs and/or maintenance; and with 24 hours notice for normal maintenance, utilizing cellular phone contact on agreement.

14. Occupancy (including small children, infants and *overnight visitors*) is not to exceed 8 persons *without prior permission from the Owner, in writing or by email*. If more than the maximum number is found to be occupying the leased property, I (we) agree that a charge of **\$100.00 per additional person** above the maximum number allowed will be made to my (our) credit card on file. Additionally, at the discretion of the Owner, this Agreement may be immediately terminated and without refund. *This is a Stone County MO ordinance requirement for vacation home rental properties.*
15. Occupancy of RV campers and /or tents on the premises is forbidden, unless it is by the original 8 or less tenants. Parking is to be limited to designated areas, not blocking the common roadway. No vehicles or wheeled campers/ trailers are to be parked in yards.
16. **Pets are not allowed** on the property or premises and as such if it is determined that pets have been staying on property, additional cleaning fees may be assessed accordingly and taken from the security deposit or in addition to as required.
17. I (we) shall be responsible for all damage, breakage and /or loss to the premises, except normal wear and tear and unavoidable casualties (deemed by Managers of Property), which may result from Occupancy. I (we) agree that all household contents, etc., & other equipment and fixtures will be in the same condition as at the beginning of our stay, forgoing reasonable wear and tear and damage by *unavoidable* fire and casualty, the only exception.
18. The property will be left in the same good and habitable condition. Any damages or notable conditions ***found upon arrival*** will be reported to the Property Managers / Owners or their Agents within a reasonable amount of time; generally accepting this to be within one (1) or two (2) hours of Occupancy or early next morning if arriving late at night. I understand the property will be inspected prior to my (our) inhabitation and when I/ We departs. Otherwise, I (we) agree, acknowledge & authorize that any repair or replacement costs for loss or damages incurred during our stay (other than normal wear and tear) may be debited from my (our) credit card on file.
19. I (we) agree to indemnify and save Owner and Property Managers harmless from all liability, loss or damage arising from any nuisance or harm made or suffered on the leased premises (including shoreline) by me (we) guests or invitees. Also from any carelessness, neglect, or improper conduct of any persons entering, occupying or visiting the property or premises. It is understood that children under age 14 are to be supervised at all times around the Lakeshore & Spa and the Spa cover to be in place when not in use.
20. This lakefront property is bordered by U.S. Gov't operated Corps of Engineers property. Guests assume full responsibility for any destruction of property on US Gov't property and hold harmless Patterson Properties & Mgt Co. LLC. Guests are free to use the Corps property beyond the boundaries of Tall Tree Cottage (marked by a Placard at boundary of the two properties). [Use must be in accordance with Corps rules and regulations... learn more here.](#) We want you to enjoy the lakefront but just be aware that there are RULES NOT SET BY US that you must be aware of. There is a fire ring on our property... you are expected to properly maintain any fire you make and to also put it out with water when done.
21. Also that I/ we acknowledge the "wildlife" aspect of being in a wooded / forested / lake area; as such, there are potentially dangerous flora and/ or fauna (ie; Poison Ivy, Snakes or other insects, etc). We will defend, hold harmless & indemnify Patterson Properties

and Mgt Co, LLC from any issues arising from any interaction between the outdoor environment and us. It is understood that Patterson Properties maintains groomed areas of the properties (ie; yards, driveways and pathways), but it cannot be assured that these above noted elements will not still be present.

22. Note that the **Tree house & PaddleBoat at Tall Tree Cottage property is completely off limits** to tenants use and is posted as such. The door to the tree house is locked to prevent unauthorized access. You agree to and understand that we accept no responsibility for any unauthorized use and you will defend, hold harmless & indemnify Patterson Properties and Mgt Co, LLC.
23. The Owner shall provide utilities, propane for BBQ grill on deck, furniture and fixtures, linens and towels & kitchen appliances and general utensils. Any and all other provisions, etc are the tenant's responsibility. Toilet paper, soap, shampoo, dishwasher and clothes detergent, paper towels, etc are the responsibility of the tenant, although we try to stock several days of these items **as a courtesy**.
24. Prior to vacating the Cottage, Tenant is responsible to remove all trash, ensure all dishes and cookware are clean, and return any furniture that was moved to its original position. Beds should NOT be "stripped"; towels can be placed in the tubs. **Please utilize the dark colored hand towels / wash clothes for makeup, etc.**

If a late departure and/or an exceptionally filthy house (ie; lots of trash left in house, dirty dishes, etc) impedes our cleaning crews ability to properly turn over the property in a timely manner for tenants arriving the same day, we reserve the right to assess an additional \$60 cleaning fee.
25. Owner shall not be liable to Tenant, Tenant's guests, licensees or invitees or any other person for any injury, loss or damage to any person or property on or about the premises. Tenant shall defend, indemnify and hold Owner, Manager and their Agents harmless from and against all loss, injury or damage occasioned by the use or misuse or abuse of any part of the premises, parking areas, lake or lakefront or community and from or against any omission, neglect, or default of Tenant, his guest, licensees or invitees.
26. This Agreement may not be assigned or the property sublet, and is for the Tenant's use only. No changes to, or changing of locks of the property / premises are permitted.
27. Finally, we agree that this contract shall be governed by Missouri Law, notwithstanding conflict of laws provisions, and venue for any disputes shall be the circuit courts of Greene County, MO.

By signing this document, I (we) agree to the terms and conditions stated above. I (we) understand the Cancellation policy and that the "Additional Items to Note" and "Hot Tub Rules" below are *also considered part of this agreement*. **In addition, I (we) understand it is solely my (our) responsibility to acquire Trip Cancellation insurance, should I (we) deem it necessary.**

Please be sure to return ALL 7 pages when faxing or emailing to us...

Date _____

Signature _____

Print Name _____

Management Approval _____

Dated _____

Additional Items to Note Prior to Arrival

Emergency Contact number –911; Other non-emergent issues – 417-234-3466

- 1) No phone service on site. Excellent cellular reception on property for all major cellular networks. You'll want to bring a cellular phone. As such, our Dish Network Satellite TV service does not have PayPerView services – sorry ☹
- 2) **Please do not park or drive vehicles on property** (ie; grass).
- 3) **Please NO Pets** ! Tree house and Paddle Boat are off limits to use !
- 4) **Please NO smoking IN THE HOUSE AND no butts left outside anywhere** !
- 5) Laundry / towels etc can be left in the tubs but if you do your own laundry, please wash ALL WHITES TOGETHER – NOT WITH COLORED ITEMS ! We will have to charge to replace any property towels or linens that become “adversely colored” when doing your own laundry. Just a friendly reminder ☺
- 6) When leaving premises, lock all doors to prevent theft of your personal items AND our furniture and electronics. Please remember that this is our second home and personal property as well. For your added security please also use the lock pins on the two slider doors to the deck.
- 7) Our property is on a septic system and as such, please place any feminine toiletries in the trash rather than down the toilet. Also, no grease down the sinks as this also is very bad for a septic system. The house has a whole house filter system and water softener for your comfort.
- 8) * ~~UPDATE 8/2008: Hot Tub use: the lid to the hot tub on deck does snap locked in four places (for child safety we recommend using this feature if small children are present). It does require a special “black key” to unlock the snaps to the lid — DO NOT PULL ON SNAPS OR YOU WILL BREAK THE LATCHES — “key” is left hanging on a nail to the right of the hot tub on the railing near to the tub. Please do not loose key. (See Hot tub rules below).~~ * Lid at Cottage does not snap closed anymore – all 4 snaps have been broken off by past renters ☹ Please supervise you're young children around tub at all times.
- 9) BBQ Grill use: **DO NOT PLACE GRILL AGAINST or anywhere near HOUSE** – this will melt the vinyl siding. **Fire Extinguisher is found in kitchen under Island counter.** *Extra propane is located on the deck by trashcans.* If you happen to run out of propane, feel free to do a “Tank Exchange” at Twin Island Gas Station up the road about 5 minutes. Let us know and we can credit you the exchange fee (with proof of receipt). We know how disturbing it can be if the grill stops working in the middle of dinner

Rev. 12/09

Hot Tub Rules

1. **No standing or sitting on cover please!** They are expensive to replace. **Please keep children OFF – no climbing on cover !**
2. **PLEASE SHOWER BEFORE entering tub, esp if having been in the lake before** / REMOVE HEAVY MAKEUP or LOTIONS BEFORE ENTERING – this helps keep the pool chemistry and water as clean as possible.
3. **NO USE** OF SOAPS / LOTIONS / OILS IN TUB, as it creates a mess for us to clean. You may feel free to add fresh water from the spicket / hose outside under the deck if tub requires more water after extended use and water loss. **Do not overfill & please don't let the water level get below the filter inlet.**
4. Please use the bathroom and not the tub 😊.
5. To remove cover, carefully place it folded on one side of the hot tub, standing on end. May require two persons.
6. **Please leave cover on tub when not in use** to keep leaves and other debris out & to **keep the tub from losing heat.**
7. If small children are present we do recommend using the ~~locking latches~~ on the cover to prevent accidental drowning. Parental supervision is assumed if children under 14 are using the Spa. (**No locking latches on this tub - broken**)
8. Spa is continuously sanitized with Bromine. **Please leave the Brown, floating Brominator in the tub at all times. DO NOT adjust the Brominator settings please. Do not place floater in the filter inlet.**
9. Temperature is set at 90 degrees on arrival – you may want to increase the temp setting upon arrival as it **increases 5 degrees per hour with lid in place** (max temp is 104 degrees). **Note that there are health risks associated with the use of hot tubs – use with discretion and at your own risk.**