



Off the Trail Vacation Rentals Usage Agreement & Enjoyment of Rental Property

Check-in / Check-out: Every person must check in at the Park Office immediately upon arrival. Check-in time is 4pm EST or later on your arrival date. Check-out time is 10am EST on your departure date. In the event of an arrival after office hours, you will be given instructions for accessing your rental unit. Everyone must then check-in the next morning in the main office which opens at 9am.

Use of Premises: Vacationers will comply with all local laws, ordinances, and community rules regarding the use of the premises. Vacationers will comply with all owners' set rules as follows. Failure to adhere to these rules will be considered sufficient cause for immediate termination of your stay forfeiture of all monies paid. You may also be subject to a fine.

- **Occupancy:** The number of Vacationers cannot exceed the number of people the home is advertised to sleep. Overcrowding will result in eviction and loss of all monies paid. Special events such as parties, receptions, and other group events are not permitted without written consent of Management.
- **Quiet Enjoyment:** Vacationers shall be entitled to the quiet enjoyment of the rental unit. Any disturbance resulting in police action, neighborhood complaints, or any violation of the rules and regulations is considered sufficient cause for immediate termination of your stay and forfeiture of all monies paid.
- **No Vehicles or Trailers on Grass:** This includes and is not limited to dirt bikes, ATVs, UTVs, Jeeps and Trucks. No vehicles or trailers are allowed on the grass. Do not make a track or trail on the property.
- **No Trailers Parked in Village:** Trailers may be pulled into the Village to unload BUT MUST BE PARKED IN DESIGNATED VILLAGE TRAILER PARKING.
- **Pets:** No pets of any type are allowed in our rental units.
- **Park Riding Hours:** All Vacationers staying in an Off The Trail Vacation Rental are eligible for 2 extra hours of riding time each evening at the Badlands Off Road Park with the purchase of the OTT Riding Passes, i.e. Park closes at 7pm, you can ride till 9pm. Please note Vacationers may not ride at The Badlands prior to checking in and receiving your wristbands.
- **No Power Washing:** No power washing of any machine or vehicle is permitted on any vacation rental property. Use the power washing station at the Campground.
- **Fire Pits & Grills:** Fire Pits must remain placed in their designated location. Do not move Fire Pits. No Grills allowed on porches.
- **Smoking/Alcohol:** All properties are Non-Smoking. Smoking is only permitted outside of the rental units. (And do not leave butts on the ground.) Smoking inside a rental unit will result in an additional smoke ionization fee of \$150 minimum. Alcohol is never allowed while operating a vehicle in the park. If any open container of alcohol is found: 1) With you in a vehicle, 2) With you in the Park, 3) On your rental property during Park hours, all wristbands for riding that day will be removed and not reissued until the following day. You could also be evicted from the Badlands Off Road Park and the Off The Trail Vacation Rentals rental unit with forfeiture of all monies paid.

Failure to comply with these rules will result in eviction and forfeiture of all monies paid.

I/We hereby agree to vacate rented premises no later than 10am EST on my departure date (unless other arrangements have been made with Management). Before vacating the unit, I/We will clean the premises thoroughly which includes the following:

- Clean refrigerator, leave no food or drink.
- Empty all garbage when leaving. Place trash in trash bags and THEN place in dumpsters.
- Clean stove, range & grill counter tops, sinks and appliances. Wipe all surfaces so that they are free of grease and food.
- Sweep floors.
- Place all towels & bed sheets in a pile by the bathroom.

Do not rearrange furniture and do not take "inside" furniture outside. Management will retain a minimum \$25.00 from deposit to move furniture back.

The house must be left clean in order to receive a full refund of the security deposit. Deposit releases will be made after inventory and inspections are complete.

I/We agree to maintain the property in the same condition in which it was found. Reasonable wear and tear is accepted. I/We agree to replace or pay for losses should breakage or damage occur.

MANAGEMENT IS NOT RESPONSIBLE FOR DAMAGE OR LOSS OF TENANTS PERSONAL PROPERTY. Theft or loss of household goods including linens, appliances, utensils, furnishings, artwork, and electronics will result in a charge of the replacement cost plus an additional 20% administrative fee. Management attempts to properly maintain the vacation rental. The vacationer agrees to immediately notify management of any maintenance problem so the situation can be remedied as soon as possible. Management is not responsible for any inconveniences that may occur due to situations beyond our control. This includes but is not limited to: power outages, adverse weather conditions, mandatory evacuation, and mechanical failure.

Person signing is responsible for all individuals staying in the vacation rental property(s).

Contact Dave at 312.547.9357 (Text is best) re: any issues, questions, or concerns.

Text 765.299.5454 when all vacationers have exited the Badlands Off Road Park after extended riding. You Must Not Be Late! You must exit the park no later than 2 hours after the close of regular riding hours. Being late will result in a \$100 fine.

The Motocross Track is NOT INCLUDED in extended hours. _____

If kicked out for misbehavior, I will forfeit riding and lodging privileges and all money paid. _____

I have been informed and I understand all rules and guidelines. _____

Note: Equipment is provided at the discretion of Management and while every attempt is made to ensure that such equipment is in working order for the duration of the rental period, should a breakdown or some other situation occur that renders the element unusable, no refunds will be given for the lack of use of this equipment. The equipment referred to includes (but is not exclusive to) such items as televisions, DVD players, satellite equipment, appliances, and air conditioning. In case of mechanical failure, repairs will be made as soon as possible. For Acts of God, we will reschedule.

Renter Signature: _____ **Renter Name Printed:** _____

Renter Signature: _____ **Renter Name Printed:** _____

House Code: _____

*Off The Trail Vacation Rentals & Campground
3970 N. Xavier Road, Attica, IN 47918
765.762.6189*