

# The Brixen Ivy Ranch Resort Property

348 North Snipe Hollow Road • Elizabeth, Illinois 61028

815-858-2500 (Ranch) • 773-750-7677 (Mark)

## Brixen Ivy Ranch Rental Agreement and Advance Rent Receipt

Main Lodge | Sunset Cottage | Fish Tale Lodge | Octagon House

*Please circle the property(s) you are renting:*

Group Name:	Contact Name:
Address:	
City / State / Zip:	
Cell Phone:	E-Mail:
Date Rental Period Begins at 3:30PM:	
Date Rental Period ends at 10:00AM :	
Maximum Occupants:	Cars allowed:
Lodging Fee	\$
Management Fee	\$
Lodging Tax	\$
Cleaning Fee	\$
Ranch Fee:	\$
Owners Club Fee:	\$
Additional Package Fee:	\$
Additional Package Fee:	\$
Subtotal Due	\$
Refundable Security Deposit	\$
Monies Received:	\$
Balance Due 45 days prior	\$
Additional Notes:	
Payment Schedule:	
Credit Card # & exp date -for security:	
Credit Card Zip Code:	Credit Card Security Code:
Date:	Signature:
Date:	Signature:

Please make check payable (US funds) to: Brixen Ivy Ranch | Galena Beef  
348 N Snipe Hollow Rd, Elizabeth, IL 61028

All cancellations must be in writing. Cancellations more than 120 days prior to arrival are subject to a \$500 cancellation fee. Cancellations less than 120 days prior to arrival will result in forfeiture of all advance rent paid. Payment of advance rent is considered to be an acceptance of all terms and conditions regardless of the signature status of the rental agreement.

## TERMS AND CONDITIONS

**CHECK IN :** Check in time is any time after 3:30 p.m. Upon arrival, your keys will be either delivered to you or in a lock box on the door. Please let us know when you plan to arrive. Refunds or adjustments cannot be made for late arrivals or early departures for any reason.

**CHECK OUT:** Check out time is no later than 10:00 a.m. on scheduled day of departure. Keys must be returned to agent/owner or lock box. To arrange for key pick up please call 773-750-7677. A \$25.00 charge will be assessed for any keys not returned.

**PAYMENT:** All money is due 45 days prior to arrival in the form of a cashier's check, money order, traveler's or personal check (US Funds). We do not accept credit cards for rent.

**ACCIDENTAL RENTAL DAMAGE INSURANCE:** The renter may choose to purchase Security Deposit Protection plan that covers unintentional damages to the rental unit interior that occurs during your stay, provided they are disclosed to agent/owner prior to check-out. The policy would pay a maximum benefit of \$3,000. Any damages that exceed \$3,000 will be charged to the bank checking account or credit card on file. If, during your stay at one of our Rental properties, an Insured Person causes any damage to real or personal property of the unit as a result of inadvertent acts or omissions, the Insurer will reimburse the Insured for the cost of repair or replacement of such property up to a maximum benefit of \$3,000. Certain terms and conditions apply. Full details of the Security Deposit Protection coverage, if purchased, are contained in the Certificate of Insurance or Insurance Policy ([www.vacationrentalinsurance.com/10sdi](http://www.vacationrentalinsurance.com/10sdi)). The Security Deposit Protection can be purchased up to, and at check-in. By submitting payment for this plan, you authorize and request CSA Travel Protection and Insurance Services to pay directly to owners, any amount payable under the terms and conditions of the Security Deposit Protection. Please contact the owner/agent directly if you choose to participate in this plan. If you do not wish to participate in this plan or assignment, you (the guest) maintains liability for, but not limited to, excessive cleaning, smoking damage, pet damage, and any damage caused by tenants misuse or neglect. The owners/agent, reserve the right to utilize the payment information we have on hand to apply damage charges due to any damage found at the property or for missing items.

**USE OF PROPERTY:** Accommodations are limited to the number shown on the front of this rental agreement. Tenant acknowledges that any additional persons without approval shall be considered as default and will be asked to vacate premises with no refund. Tenant further acknowledges that premises and furnishings shall be maintained in good condition and shall also operate in a reasonable manner all electrical, plumbing, heating and cooling, and other such appliances and equipment. Tenant may not make any changes to the unit and must put furniture back to its original placement if moved or a moving charge will be incurred. Tenant shall abide by all regulations, ordinances, and agreements to which property may be subject to and further agrees that use shall not conflict with Federal, State, and local ordinances.

**MAINTENANCE:** Owner shall be responsible for maintaining the unit unless damage is caused by Tenant's misuse or neglect. Tenant agrees that no rent reduction or abatement will be given unless unit is deemed to be completely uninhabitable. Owner/agent will order repairs in a timely manner once notification is given by Tenant, but Owner/agent has no control over the scheduling availability of vendors. Owner/agent shall not be liable for any losses or damages, including incidental or consequential damages, including those caused by Owner's failure to perform repairs and maintain the unit. All personal property of Tenant kept on the premises is at the risk of the Tenant. "Fuel" for barbeque grills and non-scheduled pool cleans will be the responsibility of the guest(s).

**ACCOMODATIONS:** Due to circumstances beyond the control of Owner/agent, if your designated rental is not available for any reason, Owner/agent will use its best efforts to locate a comparable substitute rental. In the event a substitute is not available, Tenant agrees to hold Owner/agent, its broker and Representatives, harmless for any damages, costs, or inconvenience suffered and Tenant shall receive a full refund of any and all amounts paid.

**RIGHT OF ENTRY:** Upon 24 hours notice, Owner or Owner's Representative(s), have the right to enter the unit for the purpose of showing the unit to prospective tenants or purchasers, to make repairs, or to inspect the property. Owner/agent, Broker and or its Representatives, have immediate right of entry in cases of emergency, or to protect or preserve the premises.

**INDEMNIFICATION:** Tenant agrees to indemnify and hold harmless Owner and Broker, and their Agents from claims, suits or damages of any kind, from or related to any acts or omissions of Tenant or Tenant's guests. Tenant agrees to look solely to the Owner in the event of a legal dispute regarding this agreement or the premises.

**HAZARDS:** It is unknown if there are hazards that effect the premises. Hazardous substances in the home include cleaning chemicals, paint, lawn and garden chemicals, and a variety of indoor air pollutants. Hazardous substances outside the home include those found in contaminated land, water, landfills and industrial air and water emissions. Some of the more common hazards are asbestos, ground water contamination, lead based paint, urea formaldehyde, foam insulation (UFFI), mold, mildew, and Radon gas. Any property built prior to 1978 may contain a lead based paint hazard.

**RADON GAS:** Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Owner/agent makes no representation about the existence of radon gas on the subject premises.

**Waiver Forms:** Please download, sign and return with a Ranch waiver form. Ranch Waiver forms can be downloaded on our [Brixenivyranch.com](http://Brixenivyranch.com) site.

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Please Initial