

# Innsbrook Village Country Club and Resort

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146 Geneva

Ruidoso, NM 88345

Office Hours: 8 AM – 5 PM Mountain Time Monday – Sunday

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## SHORT TERM RENTAL AGREEMENT & POLICIES

**1. Agreement Acceptance:** Your signature on this agreement, or payment, or taking possession of the property after the receipt of agreement, is evidence of your acceptance of this agreement. This agreement may not be re-assigned by tenant and the tenant may not sublet premises. Tenant acknowledges and understands that he/she is subject to "Expedited Eviction" if tenant (1) Holds over possession after his or her tenancy has expired, (2) Commits a material breach of this Short Term Rental Agreement, (3) Fails to pay rent as required by the agreement, (4) Obtains possession of the property by fraud or misrepresentation.

**2. Payment and Deposits:** Tenant must provide a valid credit card upon booking for deposit, payments and security for damages and repairs. Balance will be charged to the credit card that you reserved with unless other arrangements are made prior to payment date. Tenant agrees to pay all charges prior to arrival. Advanced Rent (1 night deposit plus taxes) is due on day of booking. Balance of rental invoice plus taxes is due 14 Days prior to check-in (60 Days for Christmas/New Years reservations).

**3. Cancellations and Changes:** Cancellations must be by phone or in person during business hours (not an answering machine.) Cancellations will be charged a 15% service charge. The last day to cancel for refund is 14 Days prior to check-in (60 Days for Christmas/New Years.) There will be no refund on cancellations after last day to cancel unless the home can be re-rented; if re-rented monies will be returned less service fees. Changes to a different home can be made prior to last day to cancel for refund. There are no refunds on unused lodging.

**4. Occupancy Limits:** The maximum occupancy is listed for each property. This includes adults and children over 2 yrs of age. If the guest exceeds the occupancy level, the guest will either have to add an additional unit, move to a larger property if available, or be evicted. There is a \$20.00 per person, per day fee for all unauthorized occupants exceeding the maximum occupancy limit. If evicted, there will be no refunds for unused rent.

**5. Excessive Noise:** Occupancy of the homes and decks and use of community walkways, pools and other common areas shall be sufficiently quiet and peaceful so as not to disturb other residents. Please be considerate of downstairs or upstairs neighbors. Do Not Allow Children To Run and Jump in the house, No Loud Parties after 10:00 pm, No Loud T.V. or Stereos.

**6. Check-in is 4:00 pm.** All guests must check in at the office to receive their packet with the keys. We can never guarantee an early check in. No check-in will be accepted before 1pm. Please call the office the day of arrival if you anticipate an early check-in. **After business hours:** Our office closes at 5:00 pm. Please contact us prior to arrival if you will be arriving after 5pm and we will give you full instructions for after hour's check-in. Please be aware of others in your group that might be arriving after office hours and will need instructions and access to the rental home. We will be happy to leave check-in instructions for them if you tell us. If we have to return the office after hours to provide this information and/or give out keys there will be a \$25.00 minimum service fee.

**7. Check Out is 11am.** If you prefer a later check out you must call the office and we will do our best to accommodate; however late checkouts will be charged \$25.00 per hour and must be out by 1:00pm. **Upon Check Out** All doors and windows must be closed and locked and keys returned to the Innsbrook Village Country Club Office (IVCC). There is a \$50 dollar fee if keys are not returned. **Leave Heat On and Set to 60 during the winter and when it may freeze out-side. Always turn off A/C.** Lost or forgotten items are the

responsibility of the tenant. IVCC assumes no responsibility for the same; however, we will assist tenant in the recovery and return of the items.

**8. Cleaning:** The guest has paid for a one time cleaning fee to occur after departure. The housekeepers will clean the entire home **except for dishes**. If dirty dishes are left or found IVCC will AUTOMATICALLY charge a minimum of **\$40.00** on the credit card provided at the time the reservation was made. If you would like additional maid service while you are here, contact the office 24 hours in advance.

**9. Supplies -** Each home is provided with approximately 2 days worth of provisions, including 2 set of towels per person per maximum occupancy limit, toilet paper, paper towels, cascade, dish soap, hand soap, coffee starter kit, trash bags, Kleenex, and bed linens. We do not provide laundry detergent.

**10. Damages and Injury:** The tenant is responsible for breakage and repairs to the home and property due to their occupancy. Tenant agrees that the landlord or agent is not responsible for any injury to any person occurring on the property during the term of occupancy of the tenant. All Damages to the home or property must be reported to IVCC at time of incident, for after-hours non-emergencies please report the next morning.

**11. Pets: Pets are not allowed.** Exceptions can be made with written pre authorization and pet deposit in a few select homes. If evidence of an Unauthorized Pet is discovered, IVCC will request that you board your pet or be evicted without refund or recourse. **You will be billed \$300.00 + Repair Cost + Cost of Loss of Rental Income.**

**12. Smoking: Smoking is prohibited in all homes.** If evidence of cigarette smoke is discovered in the home, the guest will be evicted without refund or recourse and **You will be billed \$300.00 + Repair Cost + Cost of Loss of Rental Income.**

**13. Amenities:** Golfing, Fishing, Tennis, and swimming (seasonal) are complimentary during your stay with IVCC. For the continued enjoyment of the property by our guest and owners we do require all guests to abide by the Country Club Rules and Regulations (included with this document.) If tenant or their guest misuse or abuse the facilities they may loose their privileges to the amenities or be evicted immediately without refund or recourse and charged for any damages and repairs. Guest Passes and Fishing Licenses are required and available at no charge at the office.

**14. Parking:** Park in designated areas only. Please see the office for parking instructions for RV and trailers. RV and trailers cannot be occupied while on premises and are limited to 72 hours. Some homes have assigned parking, other guest may have to park in overflow parking areas.

**15. BBQ Grills:** Some homes are equipped with grills, either gas or charcoal. Please follow all posted warning sign; some homes require that the grill be placed off the grass. At times the Village of Ruidoso or other authorities place various levels of restrictions on outside open flames including grills and smoking. These restrictions must be followed. The office will let you know of any restriction upon check-in, or you may call the office before arrival to help you plan. **Gas Grills:** If your gas runs out, spares are available at the office during business hours. **Do not use charcoal in gas grills.** If you do, you will be charged for the cost of replacement of the entire grill.

**16. Telephones -** All local calls are free. Some homes are equipped with a service that allows modem hook ups and 120 minutes of free long distance. Other homes require the use of a calling card or credit card

**17. IVCC Changes:** Due to some unforeseen circumstance that might arise; such as but not limited to the home becoming uninhabitable, Innsbrook Village Country Club reserves the right to a move reservation to another comparable home or refund all monies paid. IVCC will notify you as soon as practically possible about any changes. IVCC is not responsible for damages of any sort incurred by tenant as a result of changes in reservation.

SIGNATURE - \_\_\_\_\_ DATE - \_\_\_\_\_

## Innsbrook Village Country Club & Resort

### Rules & Regulations for Country Club Amenities

Thank you for choosing Innsbrook Village. Our Country Club offers a variety of activities for your vacation enjoyment. To insure that everyone enjoys their visit and no one gets hurt, please follow these rules while you are out on the property. It is the responsibility of the tenant to supervise their children and guest. Tenant must pick up a guest card at the Country Club office before golfing, playing tennis, fishing, or swimming. Each group only needs one card while playing. If a storm or lightning is approaching, seek shelter in your home immediately. The Country Club does not rent or loan golf, tennis or fishing equipment; so don't forget to bring yours.

**Golf Course:** The golf course is for golfing only; do not allow children to play on the golf course, especially the putting greens. No one under the age of 12 will be allowed to play golf unless accompanied by an adult who will assume responsibility for child's safety and conduct. Please allow faster golfers to play through. Limit groups to 4 when the course is busy. Please use tees on tee-boxes and replace your divots and repair your ball marks. All damages to homes by errant golf shots are the responsibility of the golfer. Please report broken windows and/or other damages to Innsbrook Village Country Club at 258-3589.

**Swimming Pool:** The outdoor, heated, swimming pool is open between Memorial Day and Labor Day. The pool hours are 9:00 AM till 8:00 PM. Please follow all posted signs. There is no lifeguard on duty. An adult **MUST** accompany children under the age of 14. Glass is not allowed in the Pool Area. Every one must shower before entering the pool. Children must be potty-trained or use special swimming pool diapers while in the pool. If a storm or lightning is approaching, seek shelter in your home immediately.

**Fishing:** Fishing license are to be obtained from Country Club office. Fishing is allowed in the large pond only. It is the responsibility of the fisherman to stay out of the way of golfers. Fishing is not permitted on the dam or anywhere in the line of the golf approach Limit: 4 fish per day. After cleaning the fish, take waste to the dumpsters; do not place in homes garbage disposals. If you "catch & release" the fish, please wet hands prior to handling fish and use barb-less hooks.

**Tennis:** The tennis court is for tennis only and on the first come basis. The tennis court should be locked. Please call or come by the Country Club office to receive the combination to the lock. Please wear tennis shoes only, no hard or marking soles. Please lock the tennis courts after use.

**Play for Children:** It is the responsibility of the tenant to supervise and provide for the safety of their children. Golfers always have the right of way. Children may play at the playground or in wooded areas or other common areas and **not on the golf course**. Be especially mindful of golfers.

**Enforcement:** These rules are enforceable by Innsbrook Village County Club's management, staff, and members. Violation of these rules is a violation of the rental agreement.