

Lake Murray Floating Cabins Inc.
PO BOX 92
Overbrook, Ok. 73453
Office: 580-223-0088
Fax: 580-224-9599
lmbb@cablone.net

Vacation Rental Lease Agreement.
_____ to _____

This agreement constitutes an agreement between _____ and Lake Murray Floating Cabins Inc. (LMFC, Inc.)

Please read this vacation rental lease agreement thoroughly. Be sure you understand and agree to the terms of this agreement before making any payments. Any monies received by LMFC, Inc. for occupancy of vacation property indicate the acceptance of the terms and conditions of this vacation rental lease agreement. It is the responsibility of the guest(s) to be familiar with all policies within this agreement. This rental agreement is entered into by and between the renters, hereinafter referred to as "guest" and Lake Murray Floating Cabins Inc. (LMFC, Inc.).

1. **Reservations** - Reservations are not considered "Guaranteed" until a signed Rental Lease Agreement and payment of 25% of the total Rental Fee Including Tax are received in the office of LMFC, INC. Rental Lease Agreement and 25% down payment must be received within 10 days of invoice date. Accepted forms of payment are Visa, MasterCard, Discover, Cash, Personal Checks, or Business Checks. All remaining balances are due 15 days prior to check-in date or immediately if reservation is made within that 15 day time period. We do not accept payments from multiple guests for one reservation. Please make arrangements with your group if you are sharing the expense. Our occupancy policy is limited to one adult (age 21 or older) signing this rental agreement and their approved guests. A valid credit card number will be kept on file to secure your reservation, pay for any damages beyond normal wear and tear, pay any penalties for violations of the Rental Lease Agreement, or to pay for any cleaning fees beyond normal.

Printed Name (as it appears on the credit card): _____
VISA _____ MC _____ Discover _____ Card # _____ Expiration Date: _____ / _____
3 digit security code: _____
Signature of Cardholder: _____ Date Signed: _____
Billing Address for the above listed card: Street or Box Number: _____
City _____ State _____ Zip _____

By Signing below you are authorizing LMFC, Inc to charge your credit card for 25% of your total amount due (unless another form of payment has been provided). By signing below you are also acknowledging that you have read, understand and agree to all polices and terms of this Lease Agreement.

Guest Signature: _____ Date: _____

2. **Cancellation** - To cancel your **reservation**, a notice of cancellation must be in writing by e-mail or facsimile and received in the LMFC, Inc office more than 15 days prior to your check in date. LMFC will refund the sums you have paid, less a \$50.00 cancellation fee. If your notice of cancellation is received less than 15 days prior to your check in date, guest will forfeit all sums paid.
3. **Maximum Occupancy** – Your reservation is made for the number of guests listed. Additional visitors are not allowed as your day or night guests and may not share or use the rented units, dock facilities, or parking lots. Additional Guests must be preapproved by LMFC, inc. prior to arrival, and paid for in advance.
4. **Non-Smoking Properties**- All of our rentals are non-smoking. Smoking is not allowed inside the rental. Violations will result in a \$250.00 penalty.
5. **Pets** – NO PETS are allowed in or on the premises. Unauthorized occupancy of pets will result in a \$250.00 fine, IMMEDIATE EVICTION and loss of ALL rents and security payments.
6. **State Park Rules and Regulations** – LMFC, Inc. is located inside the boundaries of Lake Murray State Park. Our guests are required to follow all state park rules and regulations during your stay. This is while inside our rentals, on our docks, in our parking lots, or in the water.

No Wake Zones: All of our cabins are located inside of a no wake zone. This means all water craft should operate at a slow idle until you are past the NO WAKE buoys just east of our cabins. All guests are expected to be familiar with and follow all boating laws and regulations. For a complete list of all Oklahoma boating laws and regulations please visit:

<http://www.boat-ed.com/ok/handbook/>

No Hunting, Fishing and Firearms: Hunting is prohibited inside the State Park. Fishing requires Oklahoma Fishing licenses unless you are considered exempt. You can purchase a license at the Lake Murray Marina. For fishing regulations or to purchase a license online visit: www.wildlifedepartment.com. Firearms are prohibited inside the State Park.

Fireworks: Fireworks are prohibited inside the State Park.

7. Noise Control – We respectfully ask that while staying at LMFC, Inc you keep late noise to a minimum so not to disturb our other guests. Quiet time is from 11:00 P.M. to 9:00 A.M. Please move all noise inside during these hours. Complaints of loud noise, loud music, foul language and unruly guest may result in immediate eviction and loss of all rents and security payments.
8. Swimming and Diving – All swimming by guests or approved visitors shall be at their own risk. No lifeguard is on duty at any time. Dock ladders are installed for guest convenience. All guest and approved visitors are cautioned that it can be dangerous to jump or dive into the water from the docks or surrounding facilities and to do so is at one's own risk. Lake levels (depth of water) vary, please use caution. LMFC, Inc. requires that all children 12 and under wear a USCG approved life jacket. Absolutely no jumping or diving from the upper sundecks or roofs. LMFC, Inc. recommends ALL guests and approved visitors wear USCG approved life jacket while outside the rental, on docks, dock areas, walkways, while swimming and when boating. Not wearing a life jacket is at ones' own risk. You must bring your own life jackets. Life jackets are not included in this rental.
9. Maid Service - Linens and bath towels are included in the unit, daily maid service is not included in the rental rate. If you wish to have daily maid service it is available at an additional rate, and must be requested prior to check-in for proper staff scheduling. We suggest that you bring beach towels. We do not permit our towels or linens to be taken out of the cabins. Washers and dryers have been made available for your convenience.
10. Watercraft – You may tie up your watercraft directly to our docks and cabins. But do so at your own risk. Make sure you have plenty of bumpers to prevent damage. Fueling of watercraft must be done onshore or at the marina where fuel is sold. Do not bring any fuel, candles, torches or open flame of any kind on LMFC, Inc. property.
11. Who to Call – LMFC is privately owned and operated. We are not owned or maintained by Lake Murray State Park. Here is a list of important phone numbers:

Office:	580-223-0088	After Hours: 580-465-1816
Repairs & Maintenance:	580-465-1816	Or:580-465-0055
Park Rangers:	580-223-4044	After Hours: 580-223-6600
Lake Patrol:	580-223-8800	
Medical:	911	
Carter County Sheriff:	580-223-6014	

A weather siren is located behind the Lake Murray Lodge and is sounded in the event of severe weather emergencies. In weather or other emergencies stay calm, call for help, use common sense and good judgment. You are in a marine environment, please act accordingly and move to shore. If necessary go to the Lake Murray Lodge for shelter.

12. Items to Bring – These are recommended items to bring with you on your stay. Life Jackets, floaties (with rope to tie floaties to the dock) food, ice chest and ice, drinks, fishing gear, games, dvd's, sunscreen, beach towels, zip lock bags, food containers, foil, and condiments.
13. Children – Please be extra diligent with your children. There are many potentially dangerous elements in a nature/marine environment. Swimming, the shoreline, slippery rocks as well as poison ivy, oak and sumac in the woods. Open walkways and docks, upper decks, crowded parking lots etc. can all be potential hazards especially for young children. We want this to be a safe and memorable vacation for you and your family. Please do not let your children swim, hike, or explore without you.
14. Repairs – We make every effort to make sure all equipment, appliances, and fixtures are working prior to your arrival. We can't guarantee against mechanical failure of heating, plumbing, air conditioning, TVs', cable, DVD players or other appliances. Please report any inoperative equipment or other maintenance issues immediately. LMFC, Inc. will make every reasonable effort to have the repairs done quickly and efficiently. In doing so, be advised that we will need to enter the rental for the purpose of making the repairs or replacing them. No refunds or rent reductions will be made due to a mechanical failure.
15. Acts of God – Neither owner or agents shall be liable for the events beyond their control which may interfere with guest(s) occupancy, including but not limited to acts of God, acts of Governmental Agencies, fire, strikes, war, or inclement weather. No rebates or refunds will be offered in these circumstances.
16. Liability Policy – The person signing this rental agreement acknowledges that all persons in their rental party assume all risks associated with occupying The Rental, and agree to hold the owners of The Rental at no fault for any liability due to any injury, damage, loss, or accident which may result from the use of The Rental, including areas inside and outside buildings, on decks, docks, walkways, and any area of the property. The Rental is known to be located in a wilderness area as well as a marine area, subject to wildlife, and seasonal weather conditions including snow and ice, high winds, tornados, low water levels, and other

unforeseen circumstances. Dangerous conditions may exist from time to time which could result in unknown injuries to persons and property. LMFC, Inc is not responsible for any lost or stolen items. If any items are found in the unit after checkout, they can be mailed back for a \$15.00 service charge.

17. Indemnification and Hold Harmless – Guest(s) agree to Indemnity and hold harmless the Owner and Agents for any liabilities, theft, damage, cost or expense what so ever arising from or related to any claim or litigation which may arise out of or in connection with guest(s) use and occupancy of The Rental Property. Including but not limited to any claim or liability for personal injury or damage or theft of property which is made, incurred or sustained by guests(s).

18. Check In and Check Out –

Check In: M - F 3:00 PM – 5:00 PM
Check out: M - F 11:00 A.M. Sat & Sun 6:00 PM
Office Hour: M – F 9:00 A.M. – 5:00 P.M.

If you require a late check in notify the office at least 24 hours prior to check in. Check Out times are strictly enforced so that LMFC, Inc. has adequate time to prepare the property for the next guest.

19. Check out Procedure -

- Load dirty dishes in dishwasher and start before you leave.
- Bag and empty all trash in dumpster located to the south of our entrance gates.
- Close and lock all doors and windows.
- If you borrowed a trailer lock, please leave it by the kitchen sink.
- Set thermostat to 72°

Please treat our rental with the same respect as you would your own home.

20. Violation of Agreement - If guest(s) violate any of the conditions of this agreement, or make reservations under false pretenses, Agent may terminate this Agreement and enter premises. Upon notice of termination of this Agreement, guest(s) shall vacate the premises immediately and forfeit all rents and security deposits, and be subject to a \$250.00 fine.