



Carroll E. Moore – Qualifying Broker & General Manager
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Office Hours: 8 am – 5 pm Monday – Friday
9 am – Noon Saturday during off season

SHORT TERM RENTAL AGREEMENT & POLICIES

Check-In starts at 4:00 pm

- 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 agreement, (4) Obtains possession of the property by fraud or misrepresentation. (5) Commits a crime on premises or uses property illegally. (6) Is abusive to IVCC Staff, home owners or other guests.
- 2. PAYMENTS & 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 the unit with, unless other arrangements are made prior to the payment date. Tenant agrees to pay all charges prior to arrival. Advanced Rent (1-night deposit) is due on the day of booking. **Balance** of rental invoice plus taxes are due **14 days** prior to check-in. **November 1st for Christmas/New Year's 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 (**November 1st for Christmas/New Year's reservations**) 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 (**NO MORE THAN 2**) from one home to a different home can only be made 14 days prior to check-in (November 1st for Christmas/New Year's). There are no refunds on unused lodging.
- 4. OCCUPANCY LIMITS:** The maximum occupancy is listed for each property and is enforced by local fire code. This includes adults and children over 3 years of age. If the guest exceeds the occupancy level, the guest will either have to add an additional unit, or be evicted and charged 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 the community walkways, pools and other common areas shall be sufficiently quiet and peaceful as to not disturb other residents. Please be considerate of downstairs or upstairs neighbors. DO NOT allow children to jump or run in the house, NO loud parties, NO loud TV or stereos. Obey the Village of Ruidoso's 10 p.m. noise ordinance.
- 6. CHECK-IN STARTS AT 4:00 p.m.** All guests must check-in at the office to receive their packet with keys. We can't ever guarantee an early check-in. **AFTER BUSINESS HOURS:** Our office closes at 5:00 pm 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 rental home. We will be happy to leave check-in instructions for them as well if you tell us. If we have to return to 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- Check out is at 11:00 a.m.** If you prefer a later check-out you must call the office and we will do our best to accommodate; **NO LATE CHECK OUTS ON HOLIDAYS;** late checkouts will be charged \$25.00 per hour and must be out by 1:00 p.m. **UPON CHECK OUT:** All doors and windows must be closed and locked and keys returned to the Innsbrook Village Country Club Office. There is a \$50.00 fee if keys are not returned. **Leave heat on and set to 60 degrees during the**

winter and when it may freeze outside!!! Always turn off AC. IVCC assumes no responsibility for lost or forgotten items. However, we will assist the tenant in the recovery and return of the items when possible.

- 8. CLEANING-** All guests pay for a one-time cleaning fee to occur after departure. The housekeepers will clean the entire home **except for the dishes and trash.** IVCC will AUTOMATICALLY charge a minimum of **\$80.00 for dishes left undone or put away dirty and a minimum of \$60.00 for excessive trash or trash not carried to the dumpster** 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 TWO days of provisions: Including 2 sets 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 & INJURY-** The tenant is responsible for breakage and repairs to the home and the 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 the time of the incident For after-hours non-emergencies please report the next morning.
- 11. PETS- Pets are not allowed.** 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.** Tenant acknowledges and understands that he/she is subject to "Expedited Eviction" if violated. To obtain a list of local boarders call the IVCC Office.
- 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.** Tenant acknowledges and understands that he/she is subject to "Expedited Eviction" if violated.
- 13. AMENITIES-** Golfing, fishing, tennis, and swimming (seasonal) are complimentary during your stay with IVCC. For the continued enjoyment of the property by our guests and owners we do require all guests to abide by the Country Club Rules and Regulations (included with this document). **If tenant or their guests misuse or abuse the facilities they may lose 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 the office.
- 14. PARKING-** Park in designated areas only. Please see the office for parking instructions for RV's 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-** All homes are equipped with gas grills. Please follow all posted warning signs; some homes require that the grill be placed off the deck. 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 restrictions upon check-in, or you may call the office before arrival to help you plan ahead. **GAS GRILLS:** If your gas runs out, spares are available at the office during regular business hours. **Do not use charcoal in gas grills.** If you do, you will be charged for the cost of replacing the entire grill.
- 16. TELEPHONES-** In this era of cell phones, many of our owners have decided to disconnect their phone services. Each home has an emergency/information plaque hanging near the door with the homes address listed to direct emergency services to your location.
- 17. IVCC CHANGES-** Due to some unforeseen circumstances that might arise; such as but not limited to the home becoming uninhabitable; **Innsbrook Village Country Club reserves the right to 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. IVCC is not responsible for loss of utilities beyond homeowners or our control.**

Print Name _____ Signature _____ Date _____

Innsbrook Village Country Club and Resort

Rules and Regulations for Country Club Amenities.

Thank you for choosing Innsbrook Village. Our Country Club offers a variety of activities for your vacation enjoyment. To ensure 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 guests. 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.

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 four people when the course is busy. Regular limit for groups is six. Please use tees on tee-boxes and replace your divots and repair your ball marks. Appropriate footwear such as golf or tennis shoes is required to play on the course. Excessive damage to greens due to strikes other than putting will be charged to the unit where the person is staying. 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 575-258-3589.

Swimming Pool- The outdoor, heated swimming pool is open between Memorial Day and Labor Day. The pool hours are 9:00AM until 8:00PM. 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. Everyone 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 is to be obtained from Country Club office. Fishing is allowed in the large pond only. It is the responsibility of fisherman to stay out of the way of golfers. Fishing is not permitted on the dam or anywhere in the line of 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 and release" the fish, please wet hands prior to handling fish and use barb-less hooks.

Tennis- The tennis court by restrooms is for tennis only and on the first come basis. Please wear tennis shoes only, no hard or marking soles.

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 in playground or in the wooded areas or other common areas and not on gold course. Absolutely NO bikes scooters or hover boards are permitted on the greens and the golf course. Be mindful of golfers.

Grills- You will be charged a fine for any damage done to grills and for grills left dirty.

***These rules are enforceable by Innsbrook Village Country Club's management, staff, and members. Violations of these rules is a violation of the rental agreement and will result in eviction. ***