

**Harvey County Parks**  
**Camp Hawk Cabin Rental Agreement**

Res. # 20-001

Code: 1234

Arrival Date: Thursday, August 20, 2020  
Departure Date: Saturday, August 22, 2020

- **Please sign, date and return the last page of this rental agreement in order to secure your reservation.** If using a credit/debit card for payment, you may mail or email this signed agreement back. Do not send card information in the mail. Please call the office or email card information. If using a check as payment, you can mail the signed agreement back with your check. Your signature on this agreement is Harvey County Parks evidence of your acceptance of the agreement and your intent to use the facility. Without a signed agreement on record you will not be allowed to use the facility even if payment has been received. You will be sent a confirmation letter as soon as this signed agreement and minimum payment has been received.
- **Rental fees and prepaid rent deposits:** Reservations require the total rental fee to be made by credit/debit card, check or cash to guarantee your reservation. Your payment, along with this signed agreement, must be received before the rental unit will be secured for your reservation. It is your responsibility to provide your credit/debit card information and make sure your cleaning/damage deposit is received at least 30 days prior to your arrival date. If a reservation is made within 30 days of arrival date all rental fees and deposits must be paid in full at time of booking. We will regretfully have to cancel your reservation if the final balance is not received by the due date on the agreement and there will be no refund issued.
- **Cancellation policy and refunds:** We know that plans can go astray. However, we rely primarily on advance reservations and cancellations cannot always be filled. So, to be fair to all concerned, our policy is as follows: Any rental fees paid, less a \$50 processing fee and any credit card fees, are refundable, if the reservation is canceled at least 30 days prior to your arrival date. If you cancel during the 30 days prior to your arrival you will forfeit all rental fees collected. Cancellation requests must be made in writing and received/confirmed by Harvey County Parks.
- **Cleaning/Damage deposit:** Prior to your arrival a credit/debit card number must be given to be kept on file. Guests are financially responsible for all damages and additional cleaning fees. A \$200 cleaning/damage deposit will be charged to the credit/debit card provided. This is to protect Harvey County Parks from possible damages to our property. If all aspects of this agreement are adhered to and there is no damage to the facility the cleaning/damage deposit will be promptly refunded (please allow up to 2 weeks). Should Harvey County Parks find the cabin in an unacceptable condition upon your departure, your cleaning/damage deposit will be used for extra cleaning, damage repairs, replacement of missing contents, or other expenses resulting from agreement violations such as smoking in the cabin, trash left in the cabin, dishes left unwashed, furniture moved, etc. Any expenses exceeding the cleaning/damage deposit amount will be charged to the card left on file. You will be notified of any amount not being refunded or additionally charged.
- **In the event** that Harvey County Parks is unable to deliver said property to the Tenant under the lease agreement prior to occupancy because of fire, act of nature, double booking or any other reason whatsoever, Tenant hereby agrees that Harvey County Parks sole liability as a result of these conditions is a full refund of all consideration previously tendered by the Tenant. Pursuant to the terms in this agreement, Tenant expressly acknowledges that in no event shall Harvey County Parks be held liable for any consequential or secondary damages, including but not limited to, any expenses incurred as a result of moving from any damage, destruction or loss.
- **Water and Septic:** The cabin/property is on a well and septic system. The mineral content of the water is high. Because of this, the hot water could occasionally have an odor. The septic system is very effective; however, it will clog if improper material is flushed. DO NOT FLUSH anything other than toilet paper and bodily waste. No feminine products should be flushed at anytime. If it is found that items other than toilet paper have been flushed and clog the system you will be charged to clear and repair the system.
- **Check-In Procedure:** A minimum of 48 hours prior to your arrival Harvey County Parks asks that you verify the number in your party and provide a description of your vehicle(s), for security purposes. For verification of your identity Harvey County Parks asks that you provide a copy of your driver's license and your credit card and CCV number with name and billing address. You will be required to have a credit card number on file for your cleaning/damage deposit. Once all required information and payments have been received you will be provided with a code to gain access to the cabin.

- **Credit/Debit Card Transactions:** The card processor does charge a service fee of 2.5% of all transactions. This service fee may be non-refundable. **All card transactions will be listed on your bank statement as Kansas.gov.**
- **The renter agrees** that he/she will not claim any charge backs or credits from his/her credit card company for any fees charged to his/her credit/debit card for rental deposit, rental, additional damage or cleaning/damage deposit fees.
- **No refunds due to weather, change of plans, or early departures.** All guests are financially responsible for the entire booking once your reservation has been made.
- **Returned check/reversed credit card payment fee:** There is a \$30.00 per check/credit card transaction fee for all returned checks and/or reversed credit card charges.
- **Rental Policies:** Harvey County Parks caters to families and strives to provide a family oriented cabin experience in a public park setting. Renters agree to abide by all cabin rules. Cabin rules are posted in each cabin. All Park Regulations will also be enforced. A copy of these regulations can be provided upon request.
- **Each cabin comes fully furnished** including dishes, silverware, cookware, coffee maker, filters, microwave, refrigerator/freezer, a limited supply of toilet paper, dish soap, and cleaning supplies. *You provide your own bed linens and bath towels.* Do NOT rearrange furniture. Park Rangers are not responsible for any item left in a cabin by a renter. If the Park Rangers are requested by the renter to return any item left in a cabin, items will be returned by UPS or US Postal Service for a service charge of shipping cost plus a \$15.00 handling fee.
- **Maintenance:** Please report any problems or damages in your cabin the day of check-in. Contact information is provided at the bottom of this agreement. If not reported we must assume the damages or loss occurred during your occupancy and we will have to charge you. When maintenance needs arise during your stay please contact us. It may be necessary for us to enter the cabin during reasonable hours to perform repairs. There will be no refunds for the malfunction of any equipment including but not limited to air conditioner/furnace, TV, appliances, plumbing issues or power outages.
- **Access:** Guests shall allow Harvey County Parks access to the property for purposes of repair and inspection. Harvey County Parks will exercise this right in a reasonable manner.
- **Housekeeping:** Housekeeping is **not** provided during your stay. Cabins are thoroughly cleaned and disinfected between reservations.
- **ALL RENTALS ARE TO FAMILIES AND RESPONSIBLE ADULTS ONLY:** Minimum age to rent a cabin is 21 years. No high school, college or civic groups, chaperoned or not, are permitted. No parties or events allowed in cabins. All minors must be accompanied by a parent or legal guardian. Violation is grounds for immediate termination of reservation. The park is patrolled on a regular basis. Tenant acknowledges that he/she will be financially responsible for any damage to the property. Occupancy is restricted to building maximum and two vehicles per cabin at any time during your stay, unless otherwise approved by Harvey County Parks. Violation of any of these terms shall give right to immediate termination of reservation. Tenant agrees that the premises shall not be used for any illegal or unlawful purpose. CABINS ARE NOT CHILDPROOF! Children and teenagers cannot stay in a cabin alone and must be supervised at all times. Occupancy and use of the premises and common areas in such a fashion that disturbs or offends other guests shall be deemed grounds for removal. Harvey County Parks wants you to have an enjoyable stay, but you must respect the rights of others.
- **Maximum Occupancy:** The number of persons occupying your cabin shall not exceed the number stated on your reservation. If people are added after your reservation is secured you must inform us upon arrival and charges will be added as necessary. Renters may be subject to cancellation/penalties if numbers exceed confirmed occupants listed as this is a violation of the rental agreement.
- **Visitors:** Day time visitors are welcome at the park. However, overnight visitors will be charged according to extra persons fees as stated in our rules or charged applicable camping fees if camping outside the cabin. Camping fees are not included with your cabin rental. Day visitors MUST leave the park by sundown or they will be considered added guests and you will be charged accordingly.
- **Alcohol** is allowed in moderation only, by adults of legal age only, and must be kept in your site. Any tenants found to be in violation of this rule will be asked to leave and all rental fees plus deposits will be forfeited. Tenants will be held responsible for their guests. Legal charges could be filed by Harvey County Parks as the cabins are located within a public park.

- **Quiet Hours:** From 10pm until 8am sound must be kept to an acceptable level as determined by a Harvey County Park Ranger or authorized law enforcement agent. You will be expected to be courteous guests during all times of the day and night.
- **Pets:** Pets are NOT allowed inside any cabin. Pets within the park must be kept on a leash at all times. Leashes can be no more than 10 feet long. If the animal is chained to a tree or ground stake the length of the chain shall not allow the animal to enter into neighboring sites or be more than 20 feet long, whichever is shorter. Pens, cages, leashes, or chains used to restrain the animal must be of sufficient strength and condition to keep the animal restrained without concern of failure. All animals must be physically restrained at all times. Handlers of aggressive or nuisance animals will be required to remove said animal from Park property immediately. Proof of current rabies vaccinations must be immediately available.
  - \* **Exceptions:** Properly trained and certified service animals are permitted inside the cabins. Persons with a certified service animal must provide notice during reservation process.
- **Check-In and Check-Out time:** Check-in is 3:00pm and check-out is 11:00am. While we make every effort to have your cabin ready, there may be a delay during busy time and your patience is appreciated. An additional night's stay will be charged for late check-outs.
- **Minimum Stay:** This property may require up to a 3 night minimum stay during holiday periods. Please inquire when booking.
- **Smoking and smoke detectors:** There is no smoking allowed in our cabins or other park facilities. If we find evidence of smoking inside your rental cabin you will forfeit your entire security deposit. Cigarette butts should be disposed of safely and properly. Throwing them on the ground is considered littering. This could lead to fines and possible loss of cleaning deposit. There are smoke detectors in all cabins. Do not unplug, remove batteries, or tamper with in any way. There is a fire extinguisher in the kitchen in case of emergency.
- **Campfires:** All of our cabins have fire rings. Firewood is not provided. Fire rings are NOT trash cans. Burning items other than logs in fire rings will result in loss of cleaning deposit. Local burn bans will be enforced. Fires should be completely extinguished prior to checking out.
- **Check-Out Procedures:** Upon departure guests are required to leave the property in the same condition it was when you arrived. Please comply with the following before check-out:
  - \* Dishes, pots, pans, silverware and utensils should be washed and put away.
  - \* Fire ring should be free of trash and not left burning.
  - \* Windows and doors closed and locked. All lights turned off to conserve energy.
  - \* Thermostat set to 50 degrees while on heat setting. Turned off while on air conditioner setting.
  - \* All trash bagged and placed in dumpster along drive. Liners replaced in trash cans.
  - \* All floors swept and mopped.
  - \* Bathroom and shower left cleaned and all personal belongings removed.
  - \* Property left neat and in order.
  - \* Key should be placed back into the lock box.

**This property is owned by Harvey County. The renter accepts renting privileges with the understanding that he/she does hereby release Harvey County, Kansas, its elected and appointed officials, employees, and volunteers of all liability for loss or damage to property and injury, against claims resulting from loss or damage to property or injury to the person or any member of the family or guest of the registered renters arising out of the use of the cabin or park facilities or park accommodations. If the Tenant or any member of his/her party violates any of the terms of this agreement, Harvey County may, at Harvey County's sole discretion, terminate this agreement with no refund, and may enter the premises and remove Tenant, the members of his/her party, and their belongings.**

**Address for directions to Cabins:  
1801 SW 36th St.  
Newton, KS. 67114**

**DO NOT FORGET TO BRING YOUR BEDDING, TOWELS AND TOILETRIES.**

**COMPLETE AND RETURN THIS PAGE TO PARK OFFICE TO CONFIRM RESERVATION**

**Filled out by office**

Cabin: **West Cabin** Code: 1234 Res. # 20-001

Renters Name: Joe Smith

Rental Amount Due: \$ 170.00

Cleaning/Damage Deposit: \$ 200.00

**Total Amount Due: \$ 370.00**

Arrival Date: Thursday, August 20, 2020 (3:00 PM check-in)

Departure Date: Saturday, August 22, 2020 (11:00 AM check-out)

**Filled out by Tenant**

Number of Adults (18 years & older): 2

Number of Children (17 years & under): 1

Any overnight guests, in addition to those listed, will be charged a nightly fee of \$10 per adult and \$7 per child.

Camping fees are not included. Camping fees must be paid separately.

Please select one:

- Check enclosed for rental fee and the cleaning/damage deposit to be paid 30 days in advance of my reservation date. Cleaning/damage deposit must be made by credit/debit card only.
- Charge my credit/debit card for the total amount due.
- Charge my credit/debit card for rental fee and the cleaning/damage deposit to be charged 30 days in advance of my reservation date. You must call or email to authorize a charge for the final payment.

**If paying by credit/debit card, please call or email with card information. Do not send financial information in the mail.**

I acknowledge and confirm that I have read and agree to all conditions in the rental agreement. I am at least 21 years of age at the time this agreement was entered into.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Required copy of my driver's license is attached.**

A credit/debit card must be supplied for a security deposit. A \$200 charge will be placed on your card as a security deposit. This will be refunded (up to 2 weeks) after check-out as long as all aspects of this agreement are adhered to. You will be notified if any charges will need to be withheld or if additional charges are necessary. **Please call or Email card information. Do not send financial information in the mail.**

**Please send completed agreement to:**

Harvey County Parks Department  
314 N. East Lake Rd.  
Newton KS. 67114

Email: [Parkoffice@harveycounty.com](mailto:Parkoffice@harveycounty.com)  
(316)283-5420 Phone

Concerns or issues with facility - (316)573-8976 Kass Miller or (785)548-6009 Derrick Richling

[www.harveycounty.com/departments/parks.html](http://www.harveycounty.com/departments/parks.html)

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