

Rental Agreement for {Property}

This Rental Agreement ("Agreement") is made and effective {date} ("Agreement Date") between {names} as the Owners ("Owner", "Owners", "us") and the undersigned ("Guest", "you", "Renter" whether one or more) regarding the property known as {Property} ("Rental Property", "Property", "house") located in Valley County, Idaho.

This property is advertised on multiple online listing and booking platforms, each of which outlines different policies, terms and conditions. For consistency, the policies, terms and conditions listed in this Agreement shall prevail and supersede any and all other policies, terms and conditions described on the listing and/or booking site that you may have originally used to inquire and/or book this property, unless specifically stated otherwise.

YOUR WRITTEN OR ELECTRONIC SIGNATURE ON THIS AGREEMENT, ELECTRONIC ACCEPTANCE OF THIS AGREEMENT, OR PAYMENT OF MONEY OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THE AGREEMENT IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO USE THIS PROPERTY FOR A VACATION RENTAL. THIS AGREEMENT SHALL NOT BE CONSIDERED BINDING UNTIL SIGNED BY THE PROPERTY OWNER.

In consideration of the mutual covenants and conditions herein, Owner does hereby rent to Guest the Property named here in the following terms and conditions:

1. SECURITY DEPOSIT/DAMAGE DEPOSIT: If you consent to the terms of this Agreement, we require a deposit of \$200 USD to make a reservation. We accept all major credit cards via credit card payment provider or PayPal (a PayPal account is not required), personal or bank check, HomeAway payment services (including eCheck), bank transfer, PopMoney payment service.

Your Security deposit converts to Damage deposit upon check-in. 1A. For bookings made via 3rd party sites that do not collect Security deposit, Owners may require a security deposit as a Guest's credit card hold authorization or other means of payment prior to granting access to Property.

Owners will return or release your deposit (as applicable) within seven (7) days after check-out, less any damages or excessive cleaning fees, provided the following provisions are met:

- a. No damage is done to the property or its contents beyond normal wear and tear, and no contents are missing. Any damage or missing items noticed upon arrival must be reported immediately. If damages are done to the property or its content, you will be responsible for the full cost of repair/cleaning/replacement. This may include fees above and beyond the deposit value;
- b. Linens are in good condition and none are missing;
- c. Dishware, glassware, cookware, and utensils are washed and put away in the house sets or placed in the dishwasher with the dishwasher started;
- d. No occupancy greater than the stated maximum of {limit per property} OR the registered number of guests documented on this contract, whichever is lower; that number includes children and infants ages 0 and up;
- e. There was no smoking or evidence of smoking inside the rental and cigarette butts are properly disposed of (not on the ground). Evidence of smoking inside {Property} will result in forfeiture of the entire damage deposit;

f. House is left in clean, neat condition. Furniture is in its original location. Yard area is left in clean and neat condition with all refuse bagged and placed in the designated trash cans or bear-proof containers outside.

g. Nothing is missing from the house and premises, including furniture, decorations, electronics, music/video/gaming, appliances, DVDs, games, books, or any other property as documented in the inventory listings and web site pictures.

2. PAYMENT:

- We require a booking deposit of \$300 to make a reservation (except for AirBnB reservations which are to be paid in full at the time of booking).
- Your balance due (including taxes) will be noted on your deposit receipt confirmation.
- All reservations must be paid in full thirty (30) days prior to your check-in date.
- We accept rental payment by personal or bank check, HomeAway payments (including eCheck), AirBnB payments, credit card payments, bank transfer or PayPal.
- If paying by personal or bank check, the check must be received by us at least 35 days prior to check in and cleared through the bank at least 30 days prior to check in.
- If your arrival date is less than thirty (30) days from the date you are making the reservation, we may require payment of the entire amount due by credit card or PayPal at the time of booking.
- After final payment is received and cleared, we will provide you a rental information document by e-mail which includes directions, check-in instructions, keyless entry code, and other useful information for your stay.
- Credit card convenience fees may apply.

3. CANCELLATIONS:

Should you have to cancel your reservation for any reason, please notify us immediately in writing (US Mail or e-mail).

a. Reservations made and paid via AirBnB website will follow "Super Strict 30 day" AirBnB cancellation and refund policy disclosed on AirBnB site at the time of booking. Guest must initiate cancellation via their AirBnB account.

b. Reservations made and paid via HomeAway/VRBO/Expedia family of sites will follow the policy outlined below under "Direct reservations".

c. Direct reservations (including reservations made via our websites, phone, or email quote sent to you):

- If you cancel thirty (30) days or more before your arrival, we will issue a full refund.
- We reserve the right to automatically cancel your reservation if payment is not received in full thirty (30) days prior to your check-in date and retain funds paid to date.
- If you cancel between day twenty-nine (29) to day Fourteen (14) you will receive a refund of amount paid less a \$150 cancellation fee.
- If you cancel between day Fourteen (14) to day seven (7) you will receive 50% of your balance paid.
- If you cancel within seven (7) days before your check-in date, you will forfeit entire amount paid.

We will not issue refunds for no-shows, shortened stays because of late arrival, early departures, inclement weather, or power outages.

d. Fees paid by to 3rd party booking site/portal/online travel agency site may be retained by that site in the event of a cancellation per respective site's policy. Owners are not responsible for the fees collected by 3rd party sites from Guests. If you are concerned about possible cancellation, we highly recommend

obtaining cancellation/travel insurance to cover your trip. Cancellation/travel insurance is also recommended if you are traveling in November –March time frame.

4. ACTS OF GOD/CONSTRUCTION NOISE

Owner(s) shall not be liable for events beyond its control which may interfere with Guest's occupancy, including but not limited to, Acts of God, acts of governmental agencies, fire, strikes, emergencies, inclement weather, utility outages and construction noise from nearby sites. NO REFUND will be offered in these circumstances.

5. WEATHER AND ROAD CONDITIONS -Our house has easy access on paved roads. Though significant winter storms are rare, sometimes 4 wheel drive/all-wheel drive and/or tire chains may be required during winter storms. Road surface conditions are not guaranteed at any time and roads are often not serviced by snow plows. No changes or refunds will be given for Guest's fear of driving on curvy or steep roads. There are no refunds given due to weather. We do not provide transportation or take responsibility for towing service or vehicle damage/loss incurred on public or private roads or while at the property.

6. PET STAYS: {Property} allows for up to two (2) dogs with prior approval and additional cleaning fee. If you bring a non-authorized pet, you will be asked to vacate immediately, will forfeit your entire rental payment and damage deposit, and will be billed for any costs associated with the required cleaning and repairs above and beyond the damage deposit.

7. CHECK-IN/CHECK-OUT: Check-in time is no earlier than 4PM (Mountain Time) at the property. After receipt of the final payment, we will provide you a code and instructions for keyless entry into the property. Check-out time is no later than 11AM (Mountain Time). Please do not arrive early or depart late as this will adversely affect the ability of our housekeeping staff to prepare the premises for occupancy. If you do not vacate the property by the stated check-out time, you will be charged \$50 for each additional thirty (30) minutes you occupy the property, up to the amount of one (1) night's stay. Early check-in may be available in some cases by advance arrangement with the Owners. A late check out (6:00PM MST) may be purchased in advance for \$99.00.

8. INCLUSIVE FEES:

Rates and fees include a one-time linen setup and cleaning service at the time of departure.

ADDITIONAL PURCHASES:

A credit card may be placed on file for luxury amenity purchases that are available. Procedures for these amenities are located on the property.

9. NON-SMOKING RENTAL: Smoking is NOT permitted inside the house, however guests may smoke outside on the porches and are asked to properly and safely dispose of cigarette butts. If we have to pick up butts on the grounds, \$25 will be deducted from your deposit. If physical evidence or odor of cigarette smoke is discovered inside the property after your rental, you will forfeit your entire damage deposit and will be billed for any costs associated with odor removal above and beyond the damage deposit.

10. ACCOMMODATIONS & FURNISHINGS: The Property is privately owned and furnished by the Owners according to their taste. The kitchen comes stocked with adequate cookware and dinnerware. Beds have

mattress covers, sheets, bedspreads, and pillows. You will need to bring all supplies and personal items not specifically mentioned in this agreement. No refunds will be made for missing house items or house amenity inadequacies; however every effort will be made to replace the missing items or to resolve any house deficiencies/damages.

11. **CONDITION OF PROPERTY:** When you arrive, the property should be clean and ready for your stay with the following: linens for all beds, blankets, pillows, bath towels, hand towels, washcloths, kitchen dishtowels. Approximately 2 rolls of toilet paper per bathroom, 2 rolls of paper towels, hotel-size bars of shower soap, liquid hand soap, laundry detergent, dishwasher detergent, dish soap, and trash can liners. If the house is not clean when you arrive, please contact Owners immediately. We will do our very best to correct the situation. We provide games, gaming consoles as well as smart TVs for our guests. Do not tamper with smoke detectors or fire extinguishers. Immediately report any issues noticed with these fire prevention devices.

12. **COMPLIMENTARY WIFI:** we provide complimentary WIFI for your convenience. Log in instructions are provided inside the house or via email. Owners cannot guarantee internet/WIFI connection availability, speed and quality at all times; No unauthorized/copyrighted/pirated downloads are allowed. If the provider/authorities inquire or notify Owners about such download that took place during your stay, Owner(s) will turn over your information to the requesting parties.

13. **REPAIRS & SERVICE CALLS:** We take pride in maintaining our house and perform regular maintenance to keep everything in good working order. It is impossible, however, to guarantee that all appliances, will be in working condition 100% of the time. We will, however, make every effort to correct any problem you encounter during your stay as soon as possible. Non-emergency maintenance issues will be handled during normal business hours. If maintenance is required, please contact the Owners first at (xxx) xxx-xxxx. While we will attempt to correct all issues as quickly as possible, no refunds will be made for mechanical failures of appliances/electronics, or interruption/loss of utilities (including TV, power, or Wi-Fi).

14. **PERSONAL ITEMS, VALUABLES and ELECTRONICS:** We (Owners) and our insurance company are not liable in any way for damage, loss, or theft of items you bring to the house. This includes, but is not limited to, items damaged by electrical surges or lightning, burglary when you are at or away from the house, or items left accidentally after your stay is complete. If you leave something behind that you want returned to you, please contact us as soon as possible. In this event, you will be responsible for shipping and handling costs, which will be deducted from your damage deposit.

15. **PELLET STOVE:** The pellet stove will be operational October 1st through April 10th and the hopper will be filled with pellets upon your arrival. Pellets will last for 2 days of continuous operation on low. If your stay is longer than this, you will be responsible for purchasing your own pellets for your stay. Minors are prohibited from operating the pellet stove. Instructions for operating the pellet stove are located in the house manual. Minors must be monitored closely when around the pellet stove to avoid injury. **DO NOT** dispose of pellet ashes in the house yard, on the grass, garbage can or grounds. Housekeeping will clean the pellet stove after your stay. You are responsible to ensure that you are using the correct material

and following the operation instructions properly. Any damage to the stove will be deducted from your security deposit and you may be billed additional to correct the damage.

16. DEPARTURE DUTIES: Prior to check-out, all dishware, glassware, cookware, and utensils should be washed and put away or in the dishwasher with the wash started. Used beds should be stripped and the used bedding should be placed in the laundry room. Used towels from both bathrooms should be gathered and placed in the laundry room. Place all refuse in the outdoor bear-proof container. NO UNBAGGED REFUSE. Set all heaters to 50 degrees. Ensure all exterior windows and doors are locked.

17. MINIMUM AGE AND MAXIMUM OCCUPANCY: You must be at least twenty-five (25) years of age to rent this Property, and provide a copy of valid government-issued photo ID within 72 hours of booking acceptance. All guests must be twenty-three (23) years of age or older unless accompanied by a parent, legal guardian or responsible adult. You agree and affirm that the property is to be occupied by {number} adults and {number} children (ages 0 and up), with the total occupancy of {number} persons and not to exceed {property limit} persons (whichever is less), at any time during your stay, whether inside the dwelling and/or on the property grounds. No third party rentals: Guest signing this agreement must physically occupy the property during the entire rental period. At no time should minors (under the age of 18) be left at the property without the Guest being present. Any reservation obtained under false pretense will be deemed to be canceled by the you; you or any member of your party will not be permitted to check in, and if already checked in, may be required to vacate the property immediately. Violation of these terms will result in immediate termination of stay, and forfeiture of your deposit and rent.

18. SHORT-TERM VACATION STAY –NOT A LEASE: Guest expressly acknowledges and agrees that this Agreement is for transient occupancy of the Property, and that Guest does not intend to make the Property a residence or household, and Guest has no rights to renewal or for recurring usage. Guest shall not sublet the property in whole or part.

19. HOUSE PARTIES: House parties are strictly prohibited and are grounds for immediate eviction and forfeiture of your deposit and rent. No fraternities, school, civic, or other groups are allowed unless Owner grants prior approval. Violations of these rules are grounds for expedited eviction with no refund of any kind.

20. INDEMNIFICATION AND HOLD HARMLESS; RIGHT OF ENTRY; ASSIGNMENT: Owner does not assume liability for the loss, theft, damage or injury (or death) to persons or their personal property. Guest(s) agree to indemnify and hold Owner harmless for any liabilities, theft, damage, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with Guest's Party's use and occupancy of the rental property or its contents, including but not limited to claims for personal injury or property damage/loss. Guest expressly recognizes that any insurance for property damage or loss which the Owner may maintain on the property does not cover the personal property of Guest's Party, and that Guest should purchase his/her own insurance for Guest's Party and any invitees if such coverage is desired. Guest agrees that Owner or Owner's representatives may enter

the Property to investigate disturbances, check occupancy, check damages, make repairs as Owner or Owner's representatives may deem appropriate. In an emergency, Owner or his agent may enter the property at any time without securing prior permission from Guest. Owner will make every attempt to contact the guests prior to any emergency entry. Guests hereby acknowledge and grant specific permission to Owner to enter premises at any time for inspection purposes should Owner reasonably believe that Guests are causing or have caused any damage to the Property.

24. ADDITIONAL TERMS AND CONDITIONS:

- a. If a personal check is returned to us for non-sufficient funds, you will be charged any fees the bank charges us.
- b. Any modifications to the terms and conditions above must be approved in advance by Owner.
- c. Rates, terms and conditions are subject to change without notice.
- d. Guest assures the Owner that the Guests will observe all conditions and terms of this lease as to maintaining the property in good order and appearance and will conduct themselves in a manner inoffensive to neighbors. Offensive conduct could include, but is not limited to, the use of vulgar language, playing loud music, reckless driving/speeding or rude/sexual behavior which can be heard or seen by our neighbors. If the Guest or Guest's guests choose to be outside after 11:00 PM ET, noise and talking must be kept to a low level so that it cannot be heard by the neighboring houses. If complaints are received from neighbors concerning violations of this paragraph, Guest may be immediately denied continued occupancy and will forfeit their deposit and rent.
- e. Guest agrees that any Guest (or their guests) who is found using (or allowing others to use) drugs, fireworks, or firearms (including BB or Airsoft type guns) on the property will be immediately denied continued occupancy and will forfeit their deposit and rent monies.
- f. NO illegal activities by Guest, Guest's party or anyone admitted by Guest(s) are allowed on the property, whether inside the house, on the grounds or adjoining public right of way. Guest will be fully responsible and liable for any illegal activity.
- g. In the event of a financial dispute with the Guest (possibly due to unpaid damage assessments or stolen property, as examples), the Guest agrees that they will be subjected to the jurisdiction of the Magistrate Court –Small Claims Division of Valley County, Idaho. The Guest agrees to any required travel and lodging for court dates without any compensation. Owners will seek direct payment from the Guest in financial disputes and will result in court mandated payroll garnishments if necessary.
- h. Guest agrees that during the term of this rental agreement and such further time as Guest occupies the property, Guest will keep the property clean and free of trash, garbage, and other waste; and all pipes, wires, glass, plumbing and other equipment and fixtures in the same condition as at the beginning of rental.
- i. No refunds or fee adjustments will be made due to a serious defect in the Property's condition unless Guest makes Owner aware of the problem immediately upon discovery and Owner, or his designated representative(s) are unable to re-mediate the matter within a reasonable amount of time.

j. No refunds or discounts will be given due to conditions beyond Owner's control (such as insects entering the house, Internet/phone/TV service/utility downtime, Guest Party member shortened or canceled stays due to any issues including but not limited to family emergencies, work or other commitments, adverse weather conditions, etc). Owner agrees to make a reasonable effort to help remedy any issue as quickly as possible.

h. Owners reserve the right to install and operate security devices or image capture/image recording devices anywhere on the property outside of the dwelling for the express purpose of securing the property, driveway, entryway, parking, dwelling and its contents. By signing this agreement Guest acknowledges his(her) awareness of presence and operation of such devices on the property, and consents to possibility of Guest's (and their party) images captured, on behalf of him(her)self and the entire Guest's party.

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ABOVE. I HEREBY CERTIFY THAT I AM AT LEAST TWENTY-FIVE (25) YEARS OF AGE AND THAT I WILL BE HELD RESPONSIBLE FOR THE CARE OF THIS PROPERTY BEING RENTED UNDER MY NAME. I WILL ENSURE THAT ANY AND ALL GUESTS ACCOMPANYING ME DURING MY STAY AT THE PROPERTY UNDERSTAND AND CONFORM TO ALL POLICIES AND PROCEDURES. I ACCEPT FULL RESPONSIBILITY FOR DAMAGES OR EXTRA CLEANING CHARGES SHOULD THEY BE DISCOVERED DURING OR AFTER MY DEPARTURE.