

Snowcloud Rental Agreement

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-Welcome to beautiful Deer Valley and Park City, Utah

-Have a wonderful holiday –

This Agreement will confirm your rental of the property located at:

3055 Snowcloud Circle, Park City/Deer Valley, Utah, 84060 for _____ nights as follows:

Name: _____

Number of Guests in party: * Adults _____ *Children _____

Note: Please provide a complete list of guest names prior to check-in – thank you.

Address: _____

E-mail: _____

Check-In Date/ Time: _____

Check-Out Date/Time: _____

Rental Rate per evening: \$ _____

Rental Rate subtotal:\$ _____

Standard cleaning fee: \$ _____

Taxes: (local and state) .\$ _____

TOTAL \$ _____

(Refundable Security Deposit: ... \$500 billed separately and refunded after check-out)

Deposit Paid (½ of TOTAL): \$ _____ date _____

Balance Due 60 days prior to Arrival: \$ _____ date _____

Misc. Additional charges if applicable:\$ _____

avoid accidental activation of smoke detector alarm. Please use the fireplaces responsibly. Please do not leave doors open. There is wildlife in the area.

ABSOLUTELY NO PETS

Absolutely no pets are allowed. If evidence of a pet(s) is found in the property or on the premises you will be asked to vacate immediately with no refund of rent or damage deposit and incur an additional cleaning fee.

ADULT RENTAL ONLY

Reservations made for teenagers/minors under 25 years of age will not be honored without an accompanying adult staying in the property at ALL times. We require at least one member of the party to be 25 (twenty-five) years of age. Any violators will be evicted with forfeiture of all monies.

FALSIFIED RESERVATION

Any reservation obtained under false pretense will be subject to forfeiture of reservation deposit, damage deposit, and/or balance of rental payment.

HOUSEKEEPING

Daily maid service can be arranged upon request at an additional charge. *Please remember that you are renting a private home. Please treat it with the same respect you would like shown in your own home.*

UTILITIES

No compensation will be given for temporary outage of electricity, gas, water, cable, or telephone service. Outages will be reported immediately and all efforts will be made to have them restored as soon as possible.

KEYS and CLICKERS

Arrangements will be made in advance for transfer of property keys on day of check-in/arrival. There are front door & garage door keypad entry codes for convenience. A Snowcloud management representative will meet/greet guests at the property upon arrival. Please advise Owner/Manager of your arrival time. Check-in is 3:00pm MST. Check-out is 10:00am MST.

PROPERTY MANAGER: The property manager for Snowcloud is:

Pete Katterman
PD Management, Inc.
3311 Sun Ridge Drive
Park City, Ut 84060
Cell 1-435-901-9042

NONSMOKING PROPERTY –

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Smoking is strictly prohibited both inside and outside on the property. Utah is a high fire risk area. Your damage deposit will be forfeited, and you will incur an additional charge for carpet cleaning and deodorizing if any evidence of smoking is found.

ENTRY BY OWNER OR MANAGER

Owner or owner's agents may enter the premises under the following circumstances: in case of an emergency; to make any necessary or agreed upon repairs, alterations, or improvements; supply necessary or agreed upon services. Owner will attempt to provide renter with at least 24 hours notice of Owners/Mgmt. intent to enter (except in the case of an emergency).

RULES AND REGULATIONS

1. Tenant agrees to leave the premises and its contents in the same condition, neat and tidy, as Tenant found the premises to be upon arrival, normal wear and tear expected.
2. The maximum number of occupants shall not exceed the number stated in the reservation.
3. Furnishings are not to be removed from the premises or used outside or in other properties.
4. "No pets" policy must be observed. Pets are not allowed on the premises.
5. Smoking is not allowed inside the home or outside on the property.
6. Reservations cannot be made by or for a minor, defined as any person under the age of 25.
7. All keys and garage door openers are to be returned upon departure by Tenant. There will be a \$50 charge per key and clicker if not returned during check-out.
8. Tenant and any guest of Tenant shall obey all laws of the state of Utah and the HOA, as well as local laws, at all times while they are on the premises. No firearms or illegal substances are allowed on the property. Failure to abide by the laws of Utah or the above rules may cause tenant to be asked to vacate the premises and forfeit all rents and security/damage deposits.

SLEEPING CAPACITY/DISTURBANCES

Tenant will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following: Occupancy exceeding the sleeping capacity of the number of guests stated on the reservation, using the premises for any illegal activity, causing damage to the premises rented or to any of the neighboring properties and any other acts which interferes with neighbors' right to quiet enjoyment of their premises.

HOLD HARMLESS

The Owner and Property Manager do not assume any liability for loss, damage or injury to persons or their personal property. Neither does owner accept any liability for any inconveniences, damage, loss or injury arising from any temporary or permanent defects or stoppage in supply of water, gas, cable service, electricity, plumbing, redecorating, as well as circumstances due to weather conditions, natural disasters, acts of nature, or other reasons beyond its control. 3055 Snowcloud Circle is not a childproof home, nor does it purport to be childproof. This is a two story mountain home with several staircases, windows, and surrounded

by wildlife and subject to inclement weather. All guests, minors, children are the responsibility of the tenant and tenant's guests. Guests under the age of 12 should NOT be allowed in the hot tub spa. Tenant agrees to indemnify and hold harmless Landlord and their agents against any and all losses, lawsuits or expenses by reason of the liability or potential liability of Tenant's children/minors/guests arising out of any claims for injury or damages. Tenants are responsible for their children and guests.

MAINTENANCE

Please report any maintenance needs for the premises to Owner **or The property manager Pete Katterman, PD Management, INC, 3311 Sun Ridge Drive Park City, Ut 84060 Cell 1-435-901-9042** and we will respond as quickly as possible. Refunds will not be made for maintenance issues including, but not limited to, heating and air conditioning, appliances, televisions, and stereos. The property is equipped with security cameras and a security system. Please contact the Property Manager if you require maintenance- phone numbers are also posted in the property. Property Manager – Pete Katterman – 1-435-901-9042

LINENS/TOWELS/SUPPLIES

The Property is furnished with linens, towels, robes and amenities, firewood, and kitchen items. The replacement cost for lost or damaged linens, towels or robes, will be deducted from your deposit. We recommend that you bring any special items that you may need.

PARKING

Parking at the premises is limited to four (4) cars. Vehicles must be parked in the driveway or garage. Street parking is not permitted. Arrangements for boats, jet skis, trailers or RVs may be made at the discretion of the owner.

APPLICABLE LAW

This Rental Agreement shall be construed in accordance with and governed by the laws of the State of Utah without regard to its conflict of laws principles. Venue in any action commenced under this Rental Agreement shall be in Salt Lake County, State of Utah and tenant hereby submits to the jurisdiction of said courts.

DISCLAIMER/LIMITATION OF LIABILITY

The premises, all fixtures thereon, and all property on or around the premises, including the hot tub, is provided "as is" without any warranties implied of any kind. Neither the Owner nor Manager shall be responsible for any direct, indirect, consequential, or incidental damages arising out of or relating to this Rental Agreement. The use of the premises is "at your own risk."

TERMS AND CONDITIONS

The undersigned Tenant, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Owner and Management from any and all liabilities, claims, demands, and causes of action by reason of any injury, loss of damage by whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result, or in connection with the occupancy of the premises and agrees to hold Owner and Management free and harmless of any claim or suit arising there from. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover any reasonable attorney fees and costs. Owner reserves the right to terminate this Agreement upon their discretion at any time. If any term, covenant or condition of this Rental Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Rental Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Rental Agreement shall be valid and be enforced to the fullest extent of the law.

ADDITIONAL TERMS AND CONDITIONS

By accepting this document and providing the deposit you acknowledge that you are renting a private residence for your personal residential use. The home is part of the Solamere Residential Community. By accepting this document and providing the deposit you acknowledge and agree that you shall have full liability and full responsibility for any and all damage caused to the property as a result of your family or personal guests while renting this home. You agree to be charged for the cost of repair or replacement for anything damaged during your stay. The guest also agrees to be responsible for any lost revenue to the home for the time that it takes to repair or replace the damage and any fines levied on the homeowner associated with not complying with the terms of the agreement during occupancy.

This Rental Occupancy Agreement designates the maximum number of occupants in the home, as that which is stated in your reservation as the number of guests on page 1 of this Agreement.

The Rental Guest Acknowledges and Agrees:

1. No garbage or trash will be left in bags at the street or outside the house.
All fireplace ashes will be placed in the metal container provided in the garage.
2. Occupancy of this home is for residential use only. Occupancy for parties, hospitality use, commercial use, or use of a disruptive nature are prohibited by the owner of the home and the Solamere Homeowner's Association.
3. Vehicles are not to be parked in any area other than the driveway for the designated home. Any vehicles parked outside the designated areas will be towed at the Rental Guest's expense. *Street parking is prohibited.*

4. Please turn off lights & close doors when exiting, and turn off jets and blowers after using the hot tub.
5. Smoking is not permitted in the house or on the property.
6. Pets are not permitted in the home.
7. A refundable minimum damage deposit in the amount of \$500 will be held and refunded 72 hours after departure.
8. The venue for any action to enforce this agreement shall be Summit County, Utah, with the prevailing party entitled to reasonable attorney's fees; expert witness fee; and court costs.
9. To allow the owner or manager to enter the home for inspection purposes related to the enforcement of this agreement with 24 hours notice except in case of emergency.
10. You must be 25 years of age to rent this home and provide proof of age, if requested. House parties are strictly prohibited and grounds for immediate eviction.

There is an abundance of wildlife in the area. Guests are to respect nature and take care to guard themselves and their guests as appropriate. Do not leave doors open unattended.

HOUSEKEEPING

When you arrive, the home will be clean and set up with linens and as a courtesy we have included the following list of supplies to accommodate the appropriate amount of guests:

- Bath towels, hand towels, wash clothes, paper towels, and napkins.
- Dishwasher soap, hand soap, toilet paper, laundry soap
- Amenities, shampoo, conditioner, toothbrushes, lotion, shower gel, soap, hairdryers, etc.
- Snowcloud Robes-these luxury robes are for your use during your stay. Robes are available for purchase for \$100. each and may be ordered.

-No pets allowed. Guests who bring a pet or pets without approval will forfeit their security deposit and may be evicted from the property and will incur an additional cleaning fee.

-This is a non-smoking home. Any violation of the smoking policy will incur a loss of your \$500 damage deposit and a \$1,500 additional cleaning fee.

-The hot tub is provided for the enjoyment of adult guests. Keep children away from the tub unless there is constant adult supervision.

-Telephone land line service is local and emergency only. Please use a calling card or cell phone.

Check-in time is no earlier than 3 pm MST. Early check-in may be arranged upon request pending availability. Checkout time is no later than 10am MST the day you are scheduled to leave. We must be able to enter the home at 10 a.m. If you do not vacate the premises on time, you will be charged for one (1) additional night's stay. Extended stays may be arranged upon request pending availability. -Checkout procedures: Make sure all doors and windows are locked and shut, please leave keys/clickers on kitchen counter. A management representative may or may not be scheduled to meet you upon departure. -We will not be liable or responsible for personal items left behind, lost or stolen but will make every effort to return items that are left behind. If you leave an item after checking out and wish to have it returned, please call us as soon as possible and we will arrange for shipment. We will inform you of the shipping cost and with your approval, deduct it from your deposit refund to cover the expense.

This Agreement will confirm your rental of the property located at:

3055 Snowcloud Circle, Park City/Deer Valley, Utah, 84060 for _____ nights as follows:

Name: _____

Number of Guests in party: * Adults _____ *Children _____

Note: Please provide/attach a complete list of guest names prior to check-in – thank you.

Address: _____

E-mail: _____

Check-In Date/ Time: _____ Check-Out Date/Time: _____

Rental Rate per evening: \$ _____

Rental Rate subtotal:\$ _____ Standard cleaning fee:\$ _____

Taxes: (local and state) .\$ _____ Refundable Security Deposit: ... \$500

TOTAL: _____

Deposit Paid (½ of TOTAL): \$ _____ date _____

Balance Due 60 days prior to Arrival: \$ _____ date _____

Misc. Additional charges if applicable:\$ _____

Credit Card Authorization Guest Signature: _____

Credit Card ending in: _____

Guest Signature

Owner/Jo Cornell signature

Date: _____

Date: _____

-Please return a signed copy of this Page 8 Snowcloud Rental Agreement Signature page in the enclosed self-addressed/postage paid envelope.

-Thank you and have a wonderful holiday in beautiful Park City/Deer Valley-

