

RENTAL AGREEMENT- PLEASE RETURN AS SOON AS POSSIBLE

THIS RENTAL AGREEMENT (hereinafter "Agreement") is entered into this day of _____ by _____ (hereinafter "Tenant") and SEALY DEVELOPMENT CORP. DBA: BEAR LAKE STAY, (hereinafter "Manager"). WHEREAS Tenant desires to rent that certain residential property located @ 1987 North Cisco Road, Laketown, Utah 84038 ("The Beach Retreat", north duplex) (hereinafter the "premises") from Manager for the period of time between 3:00 p.m. on _____ and 10 a.m. on _____ and Manager and the property owner for whom Manager manages the aforementioned property (hereinafter "Owner") desire to rent said property at said time, and Manager and Owner require that certain conditions as hereinafter set forth be met by Tenant as part of the consideration for said rental; and Manager and Tenant (hereinafter "Parties") desire to set forth their agreement in writing as described below for the rental of said property. Now, for and in consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. The Tenant will pay Manager the total of \$ _____ for rental of the above described premises for the above described period of time less a non-refundable reservation fee of \$ _____ that will be paid at the time of booking this rental by the credit card provided or by check. **Payment of the balance plus sales and lodging tax is due thirty (30) days prior to the day on which occupancy will first occur.** Cancellation of this Agreement made prior to 30 days before the first day of occupancy shall result in forfeiture of the reservation fee but no other penalty. Cancellations made within 30 days of the first day of occupancy shall result in forfeiture of the reservation fee and the entire remaining balance and no money shall be refunded. No adjustment in money owed or refund of money will be made if the Tenant leaves earlier than the agreed upon time. There will be no exceptions to this provision.
2. **Check in time is after 3:00 p.m.** on the first day of occupancy as specified above; however, Manager does not guarantee check in times and only agrees to make the premises available for check in as close as possible to this time. Tenant agrees to this provision and agrees to not hold Manager liable if the premises are not available between 3:00 p.m. and 7:00 p.m.; however, should the premises not be available for occupancy by 7:00 p.m. on the first day of occupancy, Tenant shall have the option of canceling this Agreement and receiving a full refund of money paid.
3. **Check out time is at 10:00 a.m. following the last night of occupancy** as specified above. Failure by the Tenant and/or his guests to vacate the premises by 10:00 a.m. will result in additional charges being assessed for the actual costs incurred by Manager due to the late check out, including but not limited to increased labor or cleaning costs and any costs resulting due to the inability to rent the premises to a subsequent renter or any decrease in income from an already-confirmed subsequent renter. In addition, if Tenant fails to vacate the premises by 10:00 a.m. following the last night of the specified occupancy, Manager shall have the right to remove Tenant's baggage and property from the premises and shall have a lien on said items as provided for in section 3 8-2-2 of the Utah Code and shall have the right to sell said property within 30 days if Tenant does not (a) demand the return of the property and (b) does not satisfy the lien against said property.
4. The Tenant agrees not to exceed, except for guests who shall not stay overnight, **the maximum occupancy of the unit, which is set at 14 individuals, including children.** Violation of the occupancy limit will result, at the discretion of Manager, in immediate termination of this Agreement and termination of the right of Tenant to occupy the premises. If this Agreement is terminated pursuant to this paragraph, no refund will be due to Tenant, and should Manager incur expenses due to exceeding the occupancy limit, Tenant will pay said expenses. Recreation vehicles (RV's), tent trailers, trailers, camping equipment may not be occupied or parked on or near the premises. **Parking is strictly limited to 3 parking spaces for the unit.**
5. **The above-described premises is a self-keeping unit.** Manager does not provide daily housekeeping service during Tenant's occupancy. Housekeeping service may be provided for an additional fee if prearranged with Manager. Prior to check-out, Tenant agrees to: a) strip all beds and leave all used linens and towels near the front door, b) place all trash into trash bags (provided by Manager) and take to **dumpsters** located on vicinity of premises, c) place dirty dishes in dishwasher and begin cleaning cycle, d) close and/or lock all windows and doors, and e) turn off lights. Failure to comply with these self-keeping requirements will result in a \$50 additional cleaning fee charged to Tenant.
6. **The above-described premises is a non-smoking unit.** If this policy is violated, as determined in the sole discretion of the Manager, Tenant agrees that this Agreement and Tenant's right to occupy the premises may be terminated by Manager and additional charge of \$500 may be charged to the credit card provided by the Tenant by the Manager for additional cleaning of the unit. The non-smoking policy extends to outdoor areas such as decks and patios.
7. **Pets are not allowed** in or around the above-described premises, including in any vehicle owned by the Tenant and parked at the premises. Violation of this provision will result in immediate termination of this Agreement and the occupancy of the unit by Tenant. No refund will be due to Tenant if this paragraph is violated the Tenant agrees to pay a \$500 charge on the credit card provided due to violation of this paragraph.
8. Tenant must be at least 21 years of age. Tenant agrees not to use the premises for any unlawful or immoral purpose and

to comply with all laws, ordinances, rules, regulations, and directions of government authorities. If Tenant violates this provision Manager in his sole discretion may terminate this Agreement and Tenant will leave the premises immediately with no refund being due to Tenant.

9. **There shall be no loud parties.** If a loud party occurs, the Manager shall have the right to immediately terminate the occupancy of the premises with no refund being due to Tenant, and may impose any charges incurred, such as but not limited to clean up charges, on Tenant. Whether a party is "loud" shall be determined as follows: If a law enforcement officer, security guard, or neighbor contact Manager and inform him that a party is causing or has caused a disturbance, Manager in his sole discretion may deem it a loud party and exercise the rights granted in this paragraph.

10. **At no time shall a house party be permitted,** and violation of this provision shall have the same consequences to Tenant, and give Manager the same rights, as described relative to the prohibition on loud parties. A house party shall be deemed to occur if six (6) or more people, in excess of the number of people shown as the maximum occupancy number in paragraph 4 occupy the premises at any time.

11. **Tenant agrees to maintain the premises in the same condition as it was upon arrival,** normal wear and tear are accepted. Tenant agrees to replace or pay for any breakage damage that occurs, and any such replacement must be to the entire satisfaction of the Owner and Manager or Tenant agrees to pay for any additional repair that is needed to bring it to the satisfaction of Owner and Manager.

12. **The tenant shall not sublet** the premises unless prior to written approval is granted by Manager, and should any such subletting be approved, the original Tenant shall remain responsible to Manager for the premises and compliance with the provisions of this Agreement unless Manager relieves the original Tenant of responsibility in writing.

13. **The Tenant agrees he or she will hold all persons occupying the premises as agreed to herein,** as well as his guests, to the provisions of this Agreement, and should any occupant of the premises or guest violate the terms and conditions of this Agreement, Tenant agrees to be responsible to Manager for the acts of that person.

14. Tenant understands and agrees that during daily life and vacations there are certain hazards associated with renting recreational property and facilities that may result in injuries to Tenant. These include but are not limited to falls down stairs, through glass windows and off balconies, slipping in the shower and on wet surfaces, swimming accidents and boating accidents, and other unnamed, but conceivable accidents. **Tenant agrees and promises, to the extent permitted by law, to hold harmless Manager and Owner of rental property from any and all liability, loss, or damages sustained by Tenant** as the result of claims, demands, costs of judgments by Tenant or anyone claiming by, through or on behalf of Tenant, including heirs and relatives of Tenant, arising out of or in any way connected with the performance and operations to be carried out under this Agreement, Tenant fully understands that his or her stay at this facility is entirely at Tenant's own risk and by signing this Agreement, Tenant hereby waives, to the extent permitted by law, any right to seek compensation of any kind from Manager or from Owner of rental property. This release of liability is not intended to include any intentional acts of Manager.

15. Tenant fully accepts responsibility for any accidents, acts of vandalism, destructive behavior, damages or items missing from the rental property during Tenant's stay therein.

16. Should Tenant desire to obtain insurance to protect his personal property or his health while staying at the premises it shall be the sole responsibility of Tenant to do so, and **Tenant shall hold Manager harmless for any damage that occurs to his person or personal property while staying at the premises.** Manager encourages Tenant to obtain such insurance.

17. Tenant executes this Agreement on behalf of himself/herself and all guests.

18. Tenant agrees that this Agreement is for the rental of recreational property for a limited period of less than thirty (30) days for Tenant's recreational purposes and is in the nature of a stay at a hotel or bed and breakfast or similar establishment while on a vacation and is not intended to be an agreement for the rental of a domicile. Therefore, Tenant agrees that, to the extent permitted by law, the term "Tenant" or "rent" or any similar term used herein is not intended to convey any rights under section 78-36-1 et seq. of the Utah Code (pertaining to forcible entry and unlawful detainer) and that Tenant will not seek any remedies pursuant to said statute. Tenant further agrees that, to the extent permitted by law, Tenant's sole remedies shall be as described herein and in sections 29-1-1 et seq. (pertaining to hotel keepers' liability) and 29-2-101 (pertaining to innkeeper's rights) of the Utah Code.

19. This Agreement shall inure to the benefit and constitute a binding obligation upon the contracting parties, their successors, heirs, personal representatives and assigns.

20. This Agreement shall constitute the entire agreement between the contracting parties, and no variance or modification thereof shall be valid and enforceable except by supplemental agreement in writing.

21. In the event of a breach of the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, expert witness fees, and all cost of enforcing this Agreement, whether pursued by filing suit or otherwise.

22. The parties agree that the laws of the State of Utah shall govern interpretation of this Agreement and that, to the extent consistent with applicable law, any suit filed to enforce this Agreement shall be filed in the State of Utah.

23. Should any provision of this Agreement be held illegal or unenforceable by a court of law, the remaining provisions shall remain in full force and effect.

24. Unless notified in writing to the contrary the following address and telephone number are the correct address and telephone number or Tenant and the same may be used for the purposes of providing any notice required hereunder:

TENANT'S NAME AND ADDRESS:

_____ Home Telephone: _____

_____ Work Telephone: _____

_____ Email address: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

TENANT'S SIGNATURE(S)

_____ Date:
_____ Date:

Tenant agrees to pay charges as specified in Section 1 and any charges resulting from violations of this Agreement in accordance with card issuer agreement. ***Provide credit card information below; alternatively Sealy Development Corp. - DBA Bear Lake Stay is authorized to use credit card information as provided previously.***

Name as it appears on card: _____

Billing address for card: _____

Credit Card Type (circle one) Visa Master Card

Card Number _____

Expiration Date: _____

Card Holder's Signature _____

Note: All Tenant contact and credit card information is held and used in confidence by SEALY DEVELOPMENT CORP - DBA BEAR LAKE STAY solely for the purpose of compliance with the terms of this Agreement.

MANAGER'S DULY AUTHORIZED SIGNATURE

_____ Date: _____