

Eden Hideaway at Wolf Creek Resort
5063 E Lakeview Dr #1002
Eden, UT 84310

Rental Agreement

1. CHECK-IN TIME IS AT OR AFTER 4 p.m. MST AND CHECK-OUT IS 10 a.m. MST. NO EARLY CHECK-INS. This agreement does not create a tenancy or residence. You must depart at the appropriate time.
2. This is a NON-SMOKING unit. If any evidence of SMOKE is found in your unit, you will receive NO refund of damage deposit.
3. NO PETS are permitted in rental units under any circumstances, NO EXCEPTIONS. If any evidence of a pet(s) is found in your unit or on the premises, you will be asked to vacate immediately with no refund of rent or damage deposit.
4. UTILITIES: The landlord will provide water, heat and electric.
5. WIFI ROUTER: Under NO circumstances will a guest RESET the router. The reset button will cause a router memory wipeout and a charge of \$100.00 will be assessed to the guest for tampering with the router reset button.
6. *We will NOT rent to vacationing students or singles under 24 years of age unless accompanied by an adult guardian or parent.*
7. DAMAGE/RESERVATION DEPOSIT – A damage/reservation deposit of \$275.00 is required. This must be received at time of booking. The deposit automatically converts to a security/damage deposit upon arrival. The deposit is NOT applied toward rent; however, it is fully refundable within (14) days of departure, provided the following provisions are met.

You are responsible for any and all damages that occur to the property or its contents by you or any other member of your group, individually or collectively, while you are the registered occupant of the property.

- a. No damage is done to the unit or its content including the linens.
- b. No items are missing upon the inventory check.
- c. All debris, rubbish, and discards are placed in dumpster.
- d. All soiled dishes are placed in the dishwasher and cleaned.
- e. There was no exceeding the maximum occupancy of the unit.
- f. All charges accrued during stay are paid prior to departure.
- g. There was NO smoking or evidence of smoking in this unit.

- h. NO early check-in or late checkout.
 - i. The renter is not evicted by the owner (or representative of the owner), the local law enforcement, or the security company employed by Wolf Creek.
 - j. Unit is left in neat condition. *(PLEASE BE SURE TO READ THE CHECK OUT PROCEDURES AT THE BOTTOM OF THIS PAGE).*
8. **PAYMENT** – The balance is due 60 days in advance of arrival or at time of booking. Please pay by credit card or in the form of traveler’s checks, bank money orders or cashier’s checks.
9. **CLEANING FEE** – A \$90 Cleaning Fee will be added to the rental balance (Waived With Weekly Rental).
10. **MILITARY DISCOUNT** – Upon Proof of Active/Reserve Military Status a 12% discount will be applied to total rental amount.
- 11. CANCELLATIONS**
- a. If cancellation is made at least 90 days prior to scheduled arrival, all monies will be refunded, less \$50.00 service charge.
 - b. If cancelled less than 60 days prior to arrival, the entire Security Deposit will be forfeited.
 - c. Cancellation made less than 45 days prior to arrival will result in forfeiture of the entire rent plus taxes unless the property can be re-rented for an equal or greater amount. All cancellations must be made in writing (email acceptable)
12. **MONTHLY RESERVATION CANCELLATIONS** – Monthly renters must cancel one hundred twenty (120) days prior to check-in. Monthly renters who make a change that results in a shortened stay must be made at least ninety (90) days prior to check-in. All cancellations must be made in writing (email acceptable).
13. **MAXIMUM OCCUPANCY** – The maximum number of guests per condominium is limited to six (6) persons. **PENALTY FOR VIOLATING MAXIMUM OCCUPANCY PROVISION. VIOLATION OF THE MAXIMUM OCCUPANCY PROVISION CAN RESULT IN SERIOUS HEALTH PROBLEMS DIRECTLY RELATED TO OVERUSE OF THE SEWER. THEREFORE, IN THE EVENT LESSEE ALLOWS THE PREMISES TO BE OCCUPIED BY MORE THAN SIX PERSONS, LESSEE SHALL BE RESPONSIBLE TO PAY LESSOR. THE-SUM OF ONE HUNDRED (\$100.00) DOLLARS PER PERSON IN EXCESS OF SIX PERSONS PER DAY FOR EACH DAY THE LESSEE ALLOWS THE PREMISES TO BE OCCUPIED BY MORE THAN SIX (6) PERSONS.**

14. **THIS PROPERTY REQUIRES A 3 DAY/2 NIGHT STAY.** Longer minimum stays will be required during holiday periods. If a rental is taken for less than two-nights, the guest will be charged the two-night rate.
15. **INCLUSIVE FEES –** Rates include a one-time linen-towel set-up. Amenity fees are included in the rental rate. An initial set up of trash liners and toiletries is provided. Extra personal items needed are the responsibility of the guest.
16. **NO DAILY HOUSEKEEPER SERVICE –** While linens and bath towels are included in the unit, daily housekeeper service is not included in the rental rate; however, it is available at an additional rate.
17. **FALSIFIED RESERVATIONS –** Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit, and/or rental money, and the party will not be permitted to check-in.
18. **WRITTEN EXCEPTIONS –** Any exceptions to the above mentioned policies must be approved in writing in advance.
19. **SEVERE WEATHER –** We do not refund rents or deposits lost due to cancelled or shortened stays because of weather. Departures due to inclement weather do no warrant refund of rent or deposit.
20. **No refunds will be given unless:**
 - a. The National Emergency/Weather Service orders a mandatory evacuation due to an earthquake or storm.
 - b. A “mandatory evacuation order has been given for the Earthquake/Storm Warning “ area of residence of a vacationing guest.

21. POLICIES AND PROCEDURES

*LESSEE assures the LESSOR that the tenants will observe **all conditions and terms** of this lease as to maintaining the premises in good order and appearance and will conduct themselves in a manner inoffensive to neighbors.*

LESSEE assures the LESSOR that any tenant who violates any of the terms of this Lease shall be immediately denied occupancy and shall remedy any damages or other expenses, which are caused by the tenant and/or the tenant's guest(s).

LESSEE agrees that any tenant who is found using drugs or allows others to use drugs on the premises will be immediately denied continued occupancy at these premises.

LESSEE and/or their guests shall not disturb, annoy, endanger, or inconvenience neighbors, nor use the premises for any immoral or unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance on or about the premises.

LESSEE agrees that during the term of this lease and such further time as he/she occupies the premises, he/she will keep the leased premises 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, or may put in during the term of the lease, reasonable wear and tear and damage by unavoidable fire and casualty only exception.

LESSEE agrees to indemnify and save LESSOR harmless from all liability, loss or damage arising from any nuisance or harm made or suffered on the leased premises by the LESSEE, tenants, or guests or from any carelessness, neglect, or improper conduct of any persons entering, occupying or visiting the leased premises.

LESSEE agrees that he/she shall not paint or make alterations to the property, including changing existing locks or adding new ones, without the LESSOR'S written consent.

Upon not less than 24 hours notice, LESSEE shall make available to LESSOR or his agent for the premises of entering to make necessary or convenient repairs and to show the premises to prospective tenants. In an emergency, LESSOR or his agent may enter the premises at any time without securing prior permission from LESSEE.

LESSEE may not let, sublet or assign this lease for all or any part of the premises without prior consent of the LESSOR.

If LESSEE abandons or vacates the premises, LESSOR may at his option terminate this lease, enter the premises, and remove all property.

In the event that any action shall be commenced by either party arising out of, or concerning this lease or any right or obligation derived there from, the prevailing party shall be entitled to receive attorney's fees as fixed by the Court in addition to all relief at law or equity.

Either party may terminate this lease in the event of a violation of early provision of this lease by the other party in the manner and as provided by law.

*The Policies and Procedures above are meant to protect our guests and owners alike. All guests, as well as owners are required to conform to all Policies and Procedures. **Violators are subject to eviction according to Title 78, Chapter 36, of the Utah Code.***

LESSEE assumes full responsibility for fulfilling the terms of the lease for the period stated and assure the LESSOR full recourse for the payment of any amount outstanding from the total amount due in accord with the terms as stated above including any outstanding or unpaid charges that are the responsibility of the LESSEE.

22. KIDS MUST BE SUPERVISED ALL THE TIME IN THE POOL/REC AREA. Our LLC/owner assumes no responsibility for any accident or injury in connection with such use. Persons using the pool agree with the LLC/owner for and in consideration of the use of the pool, to make no claim against the LLC/owner for or on account of any loss of life, personal injury, or damage to or loss of personal property.

Check-Out Procedures

We know you are on Vacation and we appreciate your business. But we ask that you follow our Check-out Procedures. The main reason for this is so we can get the unit ready for the next guest. They arrive only hours after you leave. If you leave the unit in great shape, the next family can have access to the unit on time. We really appreciate you following these procedures.

Most of our guests follow all of these rules very nicely, but for the few who do not, this is a notice that a \$50.00 fee per incident or per hour which ever applies will be taken from your deposit and charged to your credit card if exceeds deposit amount.

1. Check-out time is by 10:00 am local time. Our Caretakers arrive at 10:00 am to start cleaning the unit.
2. Make sure you leave the closet key on the counter and the keys in the lock box (if applicable). Lock the door when you leave. **Failure to place key on counter will result in a \$150.00 re-keying fee.**
3. Take ALL of the trash in the unit, including the bathrooms and bedrooms, to the bins outside the unit. This is the most common problem.
4. Put ALL dishes in dishwasher, put soap in and turn on.
5. Wipe down all kitchen counters and sweep the floors.
6. If you have food or beverages left over, you can leave in refrigerator for cleaning staff.
7. Bring all used towels to the laundry room.
8. Leave beds unmade that have been used.
9. Make sure outdoor furniture is in original position
10. Please remove all personal property from unit before locking the door.

Please leave the condo neat and orderly to avoid additional charges. If the cleaning crew finds that the condo has been left excessively dirty you will be billed for the additional cleaning time at a rate of \$50 per hour.

Please leave the house in as good as shape as possible. We appreciate your help.

Damages: *You are responsible for any and all damages that occur to the property or its contents by you or any other member of your group while you are the registered occupant of the property. A \$275.00 security deposit is required for any length of stay. If we discover that there has been damage to the property or its contents while you are the occupant we will capture the amount from your deposit to cover the estimated cost of repairs. We will provide a statement of the damages and the cost of the repairs after they have been completed. If there is a refund due it will be returned after all repairs have been made.*

If the cleaning company detects any evidence of smoking in the condo you will forfeit your entire security deposit in order to sanitize the condo.