

## VACATION RENTAL AGREEMENT:

1. **PROPERTY NAME:** L'NUIST MALT – LAKESIDE MT
2. **PROPERTY ADDRESS:** 643 Angel Point Rd, Lakeside, MT 59922
3. **OWNER/OWNER/LANDLORD:** Lori Spilker & Ahren Spilker, known herein as Owner/Landlord. The address of Owner/Landlord, for purpose of service of process, notices and demands is:  
8224 North Westview Drive, Coeur D Alene, ID 83815.
4. **OWNER PHONE/EMAIL:** 208-818-3399, lorispilker@hotmail.com
5. **TENANT NAME(S):** \_\_ (If this is left blank, see Online agreement details) \_\_ known herein as Tenant
6. **TENANT ADDRESS:** \_\_ (If this is left blank, see Online agreement details) \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Cellular Phone: \_\_\_\_\_
7. **TENANT EMAIL:** \_\_\_\_\_ (If this is left blank, see Online agreement details) \_\_\_\_\_
8. **THIS UNIT IS LEASED AS A VACATION RENTAL.**
9. **MAXIMUM NUMBER OF OCCUPANTS:**  
Maximum Number of Adults: \_\_\_\_ 6 \_\_\_\_  
Maximum Number of Children: \_\_\_\_\_  
Maximum Number of Pets: \_\_\_\_\_  
Only the number of Occupants stated as maximum will be allowed to occupy the premises. Tents, campers or motor homes will not be allowed on the property without prior approval from Owner/Landlord and expressly included in this agreement.
10. **RENT:** Tenant agrees to pay the sum of \$ \_\_\_\_\_ per \_\_\_\_\_ as rent and standard cleaning fees, applicable taxes, property damage insurance, and any other charges stated in the lease, for the term of this agreement. (If amounts are not filled in, refer to online agreement for financial amounts).  
**FULL RENT IS DUE 60 DAYS PRIOR TO RESERVATION DATE.** Owner/Landlord accepts Personal checks, traveler's checks, bank checks or credit cards. Tenant agrees to pay \$30.00 fee of any dishonored check. (If amounts below are blank, refer to online agreement for financial amounts)

Rent	\$ _____
Property Damage Protection Insurance (Non-Refundable)	\$ _____
Bed Tax	\$ _____
Cleaning Fee	\$ _____
Total Due	\$ _____

**11. Check out time is strictly enforced @ 10:00am.** Tenant will be charged for an additional day's rent if not checked out by 10:00 AM. All late checkouts must be arranged in writing with the Owner/Landlord in advance.

**12. CANCELLATION POLICY:**

- a. ALL REQUESTS TO CANCEL A RESERVATION MUST BE IN THE FORM OF ONE OF THE FOLLOWING:
  - i. A SIGNED LETTER MAILED TO OWNER
  - ii. EMAIL FROM THE REGISTERED EMAIL ON FILE AT TIME OF BOOKING
  - iii. CANCELLATION REQUEST THROUGH ORIGINAL BOOKING REQUEST ON VRBO/HOME AWAY WEBSITE WHERE BOOKING ORIGINATED.
- b. FOR CANCELLATIONS RECEIVED PRIOR TO 60 DAYS BEFORE THE BEGINNING OCCUPANCY DATE GUEST, SHALL BE REFUNDED 100% OF DEPOSIT.
- c. NO REFUND SHALL BE GIVEN:
  - i. UNLESS VALID CANCELLATION REQUEST IS RECEIVED BY OWNER **60 DAYS** PRIOR TO BEGINNING OCCUPANCY DATE.
  - ii. UNLESS GUEST RESIDENCE/PROPERTY IS RERENTED DURING THE GUEST'S CANCELLED LODGING PERIOD. GUEST WILL BE CREDITED WITH ANY AMOUNT RECEIVED FROM RERENTAL, LESS ANY COSTS OF RERENTING AND A \$100.00 CANCELLATION FEE.
- d. THERE WILL BE NO REFUNDS BY OWNER FOR INCLEMENT WEATHER, INCLUDING RAIN, SNOW, WIND STORM OR FOR OTHER ACTIVITIES BEYOND THE CONTROL OF THE OWNER.
- e. CANCELLATIONS OCCURRING LESS THAN 8 DAYS PRIOR TO DATE OF OCCUPANCY MAY FOREFEIT PROPERTY DAMAGE INSURANCE PROTECTION (PDP) FEE.

**13. NON-SMOKING:** This is a NON SMOKING vacation rental. Evidence of smoking, such as the smell of cigarette or cigar smoke, marijuana smoke or any other smoke detected inside the home by the cleaning crew or Owner/Landlord is sufficient basis to charge the Tenant for smoke cleanup and removal from carpeting, walls, furnace ducts & filters and furniture. This type of clean-up is expensive and Tenant is liable for the deep cleaning costs incurred.

**14. THE PROPERTY/GUEST RESIDENCE IS PRIVATELY OWNED:** the Owner/Landlord is not responsible for any accidents, injuries or illness that occurs on the premises or its facilities. The Owner/Landlord is not responsible for the loss nor damage of personal belongings or valuables of the Tenant. By accepting this rental agreement, it is agreed that all Tenant(s) are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite onto the premise.

**15. USE OF PROPERTY:** The Property shall not be used for any commercial activity or illegal activity or purpose that is a violation of any regulation of any government authority that has jurisdiction over the Property/Guest Residence

**16. TERMINATION OF AGREEMENT:** Owner or his agent may terminate this Agreement and remove the Tenant at any time if, at the sole discretion of Owner or his Agent, Tenant becomes objectionable, causes damage to the Property, violates any of the terms of this Agreement, violates any rules and

regulations of the property or any laws of the State of Montana or Ordinances of Flathead County. Tenant agrees to immediately vacate the Property without refund and neither Owner nor his Agent shall be liable to Guest/ Tenant, or their party, for any damages including, without limitations, incidental and consequential damages.

- 17. LANDLORD/TENANT RELATIONSHIP:** No Landlord/Tenant relationship shall exist or be deemed to exist by virtue of this Agreement or the Tenant occupancy of the Property.
- 18. HOUSE PARTIES:** Guest residence is not a party house. **Prom parties, fraternity or sorority parties and graduation parties are not allowed at any time. Adults cannot rent property on behalf of underage Guests/Tenants, no exceptions.** The Tenant must be at least 25 years of age to book this Vacation Rental. Any special occasions such as weddings, receptions, family reunions or increase of occupants (guests not registered on registration form) must be disclosed at the time the reservation is made and is subject to Owner's/Landlord's advanced written approval.
- 19. APPLIANCES/FURNISHINGS:** Tenant agrees to only use appliances for their intended uses. Tenant agrees to keep the property and all appliances and furnishings in good order.
- 20. PETS:** Pets are permitted only with prior written approval of Owner/Landlord and the Pet Addendum must be completed.
- 21. HOUSEKEEPING:** Daily cleaning service is not included in the rental rate. Daily or other interval cleaning service can be included at a significant additional cost.
- 22. CLEANING:** Tenants should leave the unit reasonably clean. The standard cleaning fee including sanitizing the kitchen and bathrooms and linen service is included in the rent fee.
- 23. TOWELS/LINENS:** A designated set of beach towels is provided for use at the Property's dock location only. We suggest you bring beach towels for use at any location other than Property. We do not permit bathroom towels or bed linens to be taken from the units. The guest residence is provided with a starter set of toilet paper, paper towels, bath soap and bottled water. Owner/Landlord does not guarantee that these items will be available after the initial set up and Tenant should bring or supply their own paper goods, toiletries and laundry detergent, etc., if your stay is a long one that could use up the items provided by Owner/Landlord.
- 24. REPAIRS & PREMESIS:** All repairs and maintenance problems should be referred to the Owner/Landlord. Appliances will occasionally malfunction and cannot be guaranteed to perform, the condition of the finishing of the unit will not be guaranteed. Owner/Landlord will guarantee that repairs will be done as soon as possible during normal business hours. **There will be no refunds for furnishings or early departure due to breakdowns of a/c, heater, appliances, etc., if said breakdown is due to weather and/or other conditions over which Owner/Landlord has no control.**
- 25. GARBAGE:** Tenant is responsible that all debris, rubbish and discards are placed in plastic bags and SECURELY disposed of inside bins provided located at main garage site. Wild animals can be in our

area, so unsecured trash cannot be left outside. There are municipal dumpster containers, for disposal of garbage, in Lakeside, Mt and on road to Blacktail Mountain.

- 26. WATER AND SEPTIC:** The guest residence is on lake water and septic systems. The septic system is very effective; however, it will clog up if improper material is flushed. **DO NOT FLUSH anything other than toilet paper.** No feminine products should be flushed at any time. If it is found that feminine products or any other restricted item has been flushed and clog the septic system, Tenant could be charged damages of up to and including the full cost of repair.
- 27. PARKING:** Tenant agrees that no parking is allowed Except for area designated for auto parking. Tenant is not to repair or disassemble vehicles on the premises.
- 28. STORMS AND INCLEMENT WEATHER:** If there is inclement weather, no refunds will be given for storms or inclement weather. [Mountain roads can be curvy and steep]. Gravel drives are well maintained; however, we highly recommend four wheel drive and/or chains during the snow months. We do not refund due to road or weather conditions.
- 29. TELEPHONE:** No telephone service is provided.
- 30. EMERGENCY SERVICES:** Tenant understands that in case of emergency, emergency services will need to be contacted via their own cell phone or they will need to drive to the nearest public location, which is the town of Lakeside, MT.
- 31. CAMP FIRES:** There are two designated campfire locations on the property. No fire of any kind is permitted outside of the two designated campfire locations. **Campfires may not exceed 18" high and 24" wide. No campfire may be left unattended at any time!** Any damage resulting from a campfire is the sole responsibility of the Tenant; this includes wildfires and or property damage not limited to the rental Property. Depending on the time of year, Montana will occasionally implement burn bans. **It is the responsibility of the Tenant to know and adhere to any burn bans in effect.** The phone number for the burning hotline is: 406-751-8130. Burning permits are not required for campfires. All combustible material should be cleared at least 1-1/2 times the diameter of the fire. Never leave your campfire unattended and keep your shovel and bucket handy. Most importantly, do not abandon your campfire until you are sure your fire is DEAD OUT. Prevent forest fires, build safe campfires, and stay with them until they are DEAD OUT.
- 32. RULES AND REGULATIONS:** All Tenants and their guests must abide by the Rules and regulations of the unit and Owner/Landlord.
- 33. RIGHT TO ENTER:** Owner/Landlord or their Agent shall have the right to enter the premises for inspection, maintenance and repair during reasonable hours.
- 34. ATTORNEY'S FEES:** If Owner/Landlord employs an attorney to enforce the Terms and conditions of this lease, Tenant shall be responsible for all costs and reasonable attorney's fees as incurred by the Owner/Landlord whether or not suit is filed. Both Owner/Landlord and Tenant waive the right to demand a jury trial concerning any litigation between Owner/Landlord and Tenant.

- 35. NON-WAIVER:** Any failure by the Owner/Landlord to exercise any rights under this Agreement or Montana law shall not constitute a waiver of any Owner's/Landlord's rights.
- 36. INDEMNIFICATION:** Tenant agrees to reimburse Owner/Landlord upon demand in the amount of the cost of repairs or service (including plumbing trouble) caused by the negligence or improper use by Tenant, his agents, family or guests. Tenant at all times, will indemnify and hold harmless Owner/Landlord and owner from all losses, damages, liabilities and expenses which can be claimed against Owner/Landlord for any injuries or damages to the person or property of any persons, caused by acts, omissions, neglect or fault of Tenant, his agents, family, or guests, or arising from Tenant's failure to comply with any applicable laws, statutes, ordinances or regulations. Tenant hereby agrees to hold and save harmless Owner and his Agent(s), from damages or injuries to persons or property by reason of any cause whatsoever either in or about the Property or elsewhere.
- 37. ABANDONED PROPERTY:** Tenant agrees that upon surrender or abandonment, as defined by the Montana statutes, the Owner/Landlord shall be responsible for storage or disposal of the tenant's personal property as described in Montana code. A fee will be charged for this service and/or storage costs. Additionally, by signature below, tenant hereby authorizes towing and/or removal of any vehicles abandoned by the Tenant of their guest(s) on the premises
- 38. MODIFICATIONS:** No subsequent alteration, amendment, changes, or additions to this lease shall be binding upon the Owner/Landlord or Tenant unless reduced to writing and signed by both parties.
- 39. ENTIRE AGREEMENT:** This lease and exhibits and attachments, if any, set forth the entire agreement between Owner/Landlord and Tenant concerning the premises, and there are no covenants, promises, agreements, conditions, or understandings, oral or written between them other than those herein set forth. If any provision in this agreement is illegal, invalid, or unenforceable, that provision shall be void. All other terms and conditions of the agreement shall be in effect. Each Tenant executing this agreement shall be jointly and severally liable for all obligations herein. Each Tenant on this lease shall be held jointly and severally liable for the full performance of this lease. This Agreement shall be governed by the laws of the State of Montana and the venue for any legal proceedings shall be at the sole choice of the Owner.

**40. RESERVATION CONFIRMATION: Please sign and return this agreement with your deposit and a copy of your driver's license to confirm your reservation.**

Documents attached and incorporated into this agreement:

(  ) Lodging Agreement

(  ) Rental Rules

(  ) Pet Addendum

(  ) Rental Application

(  ) Watercraft Release

(  ) Other \_\_\_\_\_

I have read and agree to the terms and conditions of this Lodging Agreement. This is a legally binding contract. Seek competent legal advice if not completely understood. I have received a copy of this Lodging Agreement or other documents included.

\_\_\_\_\_

Printed name of Guest

\_\_\_\_\_

Signature of Guest

\_\_\_\_/\_\_\_\_/\_\_\_\_

Date signed

\_\_\_\_\_

Printed name of Guest

\_\_\_\_\_

Signature of Guest

\_\_\_\_/\_\_\_\_/\_\_\_\_

Date signed

## PET ADDENDUM

It is hereby agreed by and between Ahren Spilker and Lori Spilker (Owner/Landlord) and \_\_\_\_\_ (Tenant) that Owner/Landlord will allow Tenant to have the following described pet(s) and no others in the Property/Guest Residence upon and subject to the terms and conditions of the Lodging Agreement/rental agreement and this addendum.

The permission granted herein shall be limited to a certain pet(s) as described below: Type of Pet:

Breed: \_\_\_\_\_ Name: \_\_\_\_\_ Color: \_\_\_\_\_

Weight: \_\_\_\_\_ Age: \_\_\_\_\_ Sex: \_\_\_\_\_

Breed: \_\_\_\_\_ Name: \_\_\_\_\_ Color: \_\_\_\_\_

Weight: \_\_\_\_\_ Age: \_\_\_\_\_ Sex: \_\_\_\_\_

Tenant hereby agrees to comply with the following:

1. Tenant to pay additional pet fee in the amount of \$\_\_\_\_\_ and/or a security deposit of \$\_\_\_\_\_. Deposit is fully refundable if there is no damage.
2. Tenant is responsible for cleaning up any/all pet refuse.
3. Pet(s) are not allowed on furniture at any time. Any evidence of pet(s) on furniture may incur extra cleaning fees or charge for the replacement of damaged item.
4. All pets are to be treated with a flea and tick repellent three (3) days prior to arrival. Fleas and ticks are very rampant in this area and can cause harmful/fatal illness to humans and pets.
5. Pet must not cause damage to premises or furnishings. If damages are caused, the cost of the damage may be deducted from security deposit or Tenant may incur additional charges to cover the total cost to repair the damage.
6. Tenant should prevent pets from producing excessive noise at a level that disturbs neighbors or Owner/Landlord.
7. Pet(s) will not be left unattended for an undue length of time, either indoors or out. Pet(s) will not be left unattended at any time unless crated.
8. Owner/Landlord assumes no responsibility for illness or injury that may incur to pets or humans while on the premises.

The Tenant shall be solely responsible for the pet while on the property.

\_\_\_\_\_

Printed name of Guest

\_\_\_\_\_

Signature of Guest

\_\_\_\_/\_\_\_\_/\_\_\_\_

Date signed