

BISHOP MOUNTAIN LODGE - VACATION RENTAL AGREEMENT

Guest Information

Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

Number of Occupants: _____

Rental Property Information

Bishop Mountain Lodge

3758 Bishop Mountain Rd.

Island Park, ID 83429

Maximum Occupancy: 19

This Vacation Rental Agreement (this Agreement), dated _____, is entered into by the Guest specified above (you), in favor of Bishop Mountain Lodge, LLC, a Utah limited liability company (BML or we), as the owner of the Property (as defined below).

Reservation/Term: You hereby reserve the Bishop Mountain Lodge (**the Property**), subject to the terms and conditions of this Agreement. This Property has been reserved by you from 4:00 p.m. on _____ (**the Arrival Date**) until 11:00 a.m. on _____ (**the Departure Date**).

Nightly Rental Rate: \$625 over Holidays, \$595 standard rate, \$475 off season rate (October 1 – Nov. 30th excluding Thanksgiving, and April 1 – May 15th)

Total Nightly Rent for your stay: _____

Cleaning Fee: _____ (do not calculate tax on the cleaning fee)

8% Taxes: _____ (6% Idaho Sales Tax & 2% Lodging Tax)

Total Due: _____

Total Due Now: _____ (Initial Payment of \$1,000)

Deposit: Your reservation is secured by a deposit (**Initial Payment**) made by you, which is equivalent to two (2) night(s) stay. The Initial Payment is due at time of reservation.

If the terms of this Agreement are met, BML will apply the Initial Payment to your Rental Fee (as defined below). BML will retain any interest earned on the Initial Payment.

Guest Policies: By executing below, you acknowledge that you have received the Guest Policies of BML attached hereto as **Attachment A**, and that you have read and understand such policies. By executing below, you agree that you and your Permitted Invitees (defined below) will be bound by all terms and conditions of the Guest Policies.

Prohibitions on Use: The Property is to be used by you, and any and all invitees, relatives, friends, or individuals who access, use, occupy or enter the Property (your **Permitted Invitees**) for general vacation purposes only. By executing below, you agree that you and your Permitted Invitees will not use the Property for hosting weddings, parties or other similar large gatherings; In addition, this Property is a non-smoking unit and no pets are allowed. Smoking inside the Property, housing any pet, hosting large gatherings, parties or weddings, or any other damage caused by you or your Permitted Invitees to the Property will result in a damage fee, which will be debited from your credit card. You hereby authorize BML to maintain an open account on your credit card in an amount equal to the Initial Payment for the purposes of seeking compensation for any damage to the Property or others caused by you or Permitted Invitees. However, the recovery by BML of any damages caused by you or your Permitted Invitees shall not be limited to the amount of the Damage Deposit.

Damage: A Damage Deposit of \$500 will be secured by a credit card prior to your arrival, but will not be charged so long as the Property is left in good condition. You are responsible for any damage or loss occurring to the Property from your Arrival Date to and including your Departure Date (the "Rental Period"). At the end of the Rental Period, we will inspect the Property and your Damage Deposit will be refunded to your credit card less any cost(s) associated with repairs due to any damage occurring during the Rental Period. Charges for damage are not limited to \$500 and your credit card will be charged for any and all expenses associated with any and all repairs or the replacement of damaged, missing or broken items. The full damage deposit will be charged if any pets have been kept in the Property or if any signs of smoking are detected in the home or the garage. The Damage Deposit is not applicable towards rent.

Fees: Your fees for using the Property include a rental fee for the Property and charges described on the first page of this agreement (collectively, the **Rental Fee**). The remainder of the Rental Fee needs to be paid by check or Paypal for the balance of the Rental Fee by sixty (60) days before your Arrival Date; your Initial Payment will be forfeited and your reservation will be canceled if the balance of the Rental Fee is not received by such date.

Minimum Stay: BML requires a minimum stay of five (5) nights during Holiday Season, four (4) nights during Summer Season, and three (3) nights during all other time periods. Minimum stay requirements are not limited to these dates.

Cancellations: BML retains the right to cancel this Agreement until the Rental Fee is received from you. If a reservation is cancelled by you 60 days or more prior to the arrival date, then a \$100 processing fee will be assessed and the balance of your Initial Payment will be returned/refunded to you. If a reservation is cancelled by you more than 45 days but less than 60 days before arrival, you will forfeit your entire Initial Payment unless the Property can be rented to another party. If a reservation is cancelled by you 45 days or less before arrival, 100% of the Rental Fee will be forfeited. This reservation and the associated dates will be held so long as the Initial Payment and signed Agreement are received by BML within five (5) days of your online or phone reservation.

Liability and Responsibility: By executing below, you agree that in no event will BML or owner or any of its representatives be liable (for any actions or omissions of BML) to you, your Permitted Invitees, or any other person for any claims, proceedings, liabilities, obligations, damages, losses, costs or similar items, whether in contract, tort or under other fault or wrongdoing, in an amount exceeding the Rental Fee. By executing below you hereby agree that you and your Permitted Invitees will not pursue any legal action against BML or against BML for any loss, accident, expense, damage, claim, warranty, injury or similar loss caused or incurred as a result of your use of the Property or arising out of any condition on the Property. You further agree to indemnify and hold BML harmless from any claim or demand, made by any third party due to or arising out of your or your Permitted Invitees use of the Property or any violation of this Agreement by you or your Permitted Invitees. In addition, BML will not be responsible for loss of personal property, including money, jewelry or valuables of any kind on the Property.

Hot Tub: You accept all responsibility and liability when using the hot tub and use it at your own risk. BML and Owner do not accept any responsibility of damage or injury to you or to your Permitted Invitees. You and your Permitted Invitees waive all claims, rights and liability of BML, Owner or their agents.

Disclaimer of Warranties: You and your Permitted Invitees expressly acknowledge and agree that your use of the Property is at your own risk, and that you assume all risk with respect thereto. BML expressly disclaims all warranties of any kind and nature, whether express or implied, relating to the Property.

Collection of Funds: If any party to this Agreement resorts to any legal action against the other, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other relief to which the prevailing party may be entitled. This provision applies to the Agreement and the Guest Policies.

Entire Agreement: This agreement, together with the Guest Policies, comprises the entire agreement between you and BML and supersedes all prior written or oral agreements regarding the subject matter herein. No modification shall be binding upon you or BML unless made in writing and signed by you and an authorized representative of BML.

By signing below you acknowledge that you have read and agree to be bound by this Agreement, and the Guest Policies attached hereto.

Signature

Printed Name

Credit Card Info for Securing Damage Deposit:

CC Type: _____ **CC #** _____

Security # _____ **Name on Card:** _____

Expiration Date: _____

CC Billing Address: _____

Bishop Mountain Lodge

Mailing Address:

357 W. 200 S. Suite 250

Salt Lake City, UT 84101

Phone: 801-718-5511

info@bishopmountainlodge.com

Attachment A

Guest Policies

1. Check-In Directions

- a. Express Check-In. BML provides an Express Check-in service for the Property. This service allows you to go directly to the Property without having to stop at an office to check-in and pick-up your keys. Driving directions to the Property are on the website www.bishopmountainlodge.com. A four-digit code will be sent to you **once final payment has been processed**. This code provides access to the Property through either an electronic keypad on the front door or by providing access to a key located in a lockbox. There is also a gate code to the community that you will be provided once final payment is received.
- b. Upon arrival at the Property, you will find a Bishop Mountain Lodge Information Sheet (the Information Sheet) either on the refrigerator or on the magazine table in the Great Room. The Information Sheet will contain unique instructions and guidelines for the Property. If you have any additional questions or need further assistance, please call BML during normal business hours at 1-208-313-1015.

2. Check-Out Directions

- a. Prior to departure please do the following:
 - Return all furniture to its original location.
 - Remove all trash and take with you.
 - Strip bed linens.
 - Turn all lights off.
 - Lock all doors.
 - If time permits:
 - Start the dishwasher with all used dishes.
 - Launder all the used towels.
 - Start a load of sheets.

3. Early Arrival/Late Departure Policies

- a. **Check-in time is 4:00 p.m.** The Property is not available for check-in prior to 4:00. However, BML may try to accommodate your needs if the Property is available. Accommodating your needs does not guarantee the Property will be cleaned and available prior to 4:00 p.m. Please contact BML 7-10 days prior to your arrival date to determine if special arrangements can be made.
- b. **Check-out time is 11:00 a.m.** Quality control and cleaning crews may arrive any time after 11:00 and must have full access to the Property. BML will try to accommodate your needs if the Property is available. If you delay the quality control or cleaning crews by not departing prior to 11:00 a.m., BML may (at its sole discretion) charge you for one additional night at the stated rate for the Property.

4. After Hours/Emergency Services

- a. BML does not provide a 24 Hour front desk. However, an attendant is on call 24 hours a day for emergency services. If you have an emergency, please call 1-208-

558-9675. Emergencies include such things as being locked out, no heat, a water leak or similar situation.

- b. For other non-emergency services, please call 1-208-313-1015. A BML representative will respond to your message during regular business hours.
5. **Lockbox Key**
 - a. The electronic keypad should be used for general access to the Property; otherwise physical keys may be used. Although physical keys may not be provided for general access to the Property, the Property does have a backup physical key for emergency use. The backup key must remain in the lockbox at all times and if you access the backup key, please return this key to the lockbox immediately. If the backup key is lost during your stay, you will be assessed a **\$50 replacement charge**.
 6. **Internet Access**
 - a. Internet access is provided in the Property and instructions/password are in the Information Sheet at the property. BML makes no warranty that such access will be functional.
 7. **Housekeeping**
 - a. Daily/Midweek housekeeping is not provided.
 8. **Provided Supplies**
 - a. BML will provide a limited amount of supplies for the Property. These supplies include a basic amount of laundry detergent, bathroom tissue, dishes, utensils, pots and pans, linens, and 2 bath towels per person in accordance with the advertised occupancy. Extra supplies are your responsibility.
 9. **Suggested Supplies**
 - a. You should consider bringing the following extra supplies: cooking spices and condiments, shampoo, conditioner, and other hair products, and any specialty pans (such as a wok) you may need to cook specific meals.
 10. **Fireplaces**
 - a. The Property contains two fireplaces; please review the Information Sheet for instructions on fireplace usage and safety prior to using such fireplace. BML assumes no responsibility for any damage or injury caused by your (or your Permitted Invitees) use of a fireplace and you expressly waive any rights, claims, or causes of action you or your Permitted Invitees may have against BML for injuries or damage resulting from such use.
 - b. Please refrain from burning materials of any kind therein.
 11. **Garbage Removal**
 - a. There is no trash service in Island Park. You must remove all trash before you leave. The city dump is located off Yale Kilgore Rd., opposite the highway 20 near the Phillips 66 gas station.
 12. **Personal Items**
 - a. BML is not responsible for personal items that are lost or stolen during your stay. In addition, BML assumes no responsibility for personal items that are left behind after your stay.
 13. **Parking**
 - a. Due to snow removal and HOA parking regulations, parking is limited to the garage and driveway only. No street parking is allowed.
 14. **Noise and Firearm Ordinance**
 - a. You and your Permitted Invitees must comply with the Fremont County Noise ordinance which is enforced at 10pm.

- b. You and your Permitted Invitees must comply with the Fremont County Firearm ordinance; it is against the law to discharge any firearm in any residential subdivision in Fremont County. There are areas for target practice, see the information book or ask for directions.

15. Occupancy

- a. Advertised maximum occupancy limits will be enforced. BML may assess (at its sole discretion) a **surcharge of \$50 per night** for each guest staying at the Property beyond the advertised maximum occupancy or require you to vacate the property

16. Fire Pit Use and Fireworks

- a. Any use of the fire pit requires an adult attending the fire pit at all times while burning. Once done using, then the fire and all embers, coals and sparks must be put out.
- b. No Fireworks are allowed at Bishop Mountain Lodge.

17. ATV-Dirt Bike-Snowmobile Use

- a. Parking of any trailers or recreational vehicles is required to be in the driveway and not on the road (there are plenty of parking spaces at the Bishop Mountain Lodge). Riding of such vehicles needs to be done on designated trails and never on personal property. **The Centennial Shores roads are to be used for such vehicles only for access in and out of the community and not as the riding destination.** The HOA at Centennial Shores will fine the owner if renters use the subdivision roads as their riding destination. It is also prohibited to ride on any un-built cabin lots. If renters are reported to be riding within the subdivision as their destination riding location, then there will be a **\$75 daily fine** for each incidence.

18. Damage

- a. You are responsible for reporting any damage (especially water damage) to the Property immediately upon discovering such damage. If such damage occurred prior to your arrival, you must immediately disclose such damage to avoid liability.
- b. You will be assessed a minimum of **\$500** if the property smells of smoke or if cigarette butts/ashes are found.