

Terms and Conditions for Vacation Rentals

In consideration of the monies received and the mutual promises contained herein, the Owner of the subject property hereby agrees to give a license to use the Property to the undersigned, (herein referred to as Guest), on the property and dates described on the reservation form, under the conditions stated herein.

Advance Payment: Guest agrees to pay Owner an Advance Payment of 25% total rental amount as specified on reservation form unless booking is less than 45 days before arrival. In this case the entire amount will be due at time of booking. Advance payment is used to secure the property for advance reservations and is due at the time the reservation is made. There is a nightly minimum rental on this property that varies during the different seasons. Park City Lodging tax of 10.45% will be applied to the total rental price. The Guest is responsible for a cleaning fee of \$85 (non taxable).

Final Payment: Guest agrees to pay Owner the final payment 45 days prior to arrival. This amount will be specified on the reservation form.

Cancellation Policy: A 5% cancellation fee will be applied to all reservations with the exception of "No Snow Policy". For cancellations received within 45 days of arrival or after arrival date, all payments will be retained. If the subject property can be re-rented, a pro-rata refund will be issued less the 5% cancellation fee. No Snow Policy accepts cancellation 7 days prior to arrival if less than 25% of the ski runs at Park City Mountain Resort are open. The "No Snow Policy" applies only from December 1 to April 15.

Refundable Damage Deposit: Guest agrees to pay Owner a refundable damage deposit of \$400. This deposit will be charged 15 days prior to arrival. If no damage occurs, the entire deposit will be refunded on later than 10 days after check out. If there is damage, the Guest agrees to pay Owner the amount of actual damages to the Property arising from use of the Property, as well as for missing items, excessive clean-up and, if necessary, the cost incurred in removing Guest from the Property. If the damage and repairs exceed the refundable damage deposit, the guest is responsible for these repair costs. The Owner has the right to charge the Guest for any expenses exceeding \$400. If the cost is less than the \$400 damage deposit, the remainder of the funds will be refunded back to the Guest's credit card after the damages have been corrected. The Owner will provide the Guest with a proof of the cost for the repairs, replacements or additional cleaning, if requested.

Check in: Check in begins at 4:00 PM on the Arrival Date specified on reservation form. Early check in must be arranged in advance and is subject to availability.

Checkout time: Checkout is NO LATER than 10:00 AM on the Departure Date specified on reservation form. Late checkout must be arranged in advance and is subject to availability.

Property Inspections: All problems, including inadequate cleaning and damage, must be reported to Owner within 24 hours of check in. If there is a cleaning problem, the owner will attempt resolve it. If there is damage, the prior Guest should be held responsible otherwise the arriving Guest could be responsible for that damage. Owner reserves the right to enter premises at any time for the purpose of effecting necessary inspections, repairs or maintenance.

Notification: It is Guest's sole responsibility to inspect the Property upon arrival. Guest agrees to inspect the entire Property to ensure that it is free of hazards and properly equipped. This property is not equipped for the elderly or handicapped. Guest assumes the entire risk of injuries arising from use of the Property. The Guest and their visitors will take reasonable measures to prevent slips in the bathroom, on staircases, steps, on balconies and throughout the Property. Guest and their visitors agree to take a higher degree of care in the use of the Property because of the age of the building and in the winter because of snow and ice.

Occupancy: The maximum number of occupants allowed in the Property is 4 individuals as specified in the reservation form. Children over the age of 4 are counted. Overcrowding or misrepresentation is

grounds for immediate revocation of the license to the Property and removal of Guest without refund. The owner reserves the right to inspect the property to determine if the occupancy limit is being abused. The Guest is the person who will occupy the Property, and must be at least 25 years old. Parents may not book this Property for their children. The Guest must be present at the Property for the time of the reservation and take full responsibility for the Property. Small children are the responsibility of the Guest. Children should not roam free on balconies, climb on furniture, hang out of windows, or engage in other unsupervised activities. Use this Property at your own risk. Guest takes full responsibility for all lost or broken items and any damages to the Property of any kind.

Restrictions on Property Use: Guest and their visitors are prohibited from engaging in any unlawful activity or any other activity that constitutes a nuisance. Violation of this provision will result in immediate eviction without refund, and Guest will be held liable for any damages to the Property, contents and grounds.

Pets: Pets are allowed generally during the summer months only with prior approval of Owner. An additional cleaning fee of \$85 minimum will be charged. This charge maybe more depending on the number and type of pets. If a Guest is found to have a non-approved pet in the unit, this constitutes a breach of this license and grounds for immediate removal without refund. If there is evidence of a pet being inside the unit after the Guest has checked out, the pet cleaning fee will be charged to Guest's credit card immediately and Guest will be responsible for any damage caused by the pet.

Smoking Prohibited: This is a nonsmoking unit and any form of smoking is prohibited inside the property. If Guest is found smoking in the unit, they will be asked to leave immediately and will forfeit their damage deposit.

Personal Property Loss: Owner is not responsible for any loss or damages whatsoever due to the loss, theft or damage to Guest's personal property or to personal property owned by Guest's visitors including any vehicles whether owned, leased or rented.

Returned Checks: Guest will pay a \$35.00 returned check fee on each check returned by Guest's bank.

Subletting and Assignment: Guest may not sublet, sublicense or otherwise grant any rights to the Property.

Property Use: The Property may not be used for any activity in violation of local, state or federal laws, or Utah Insurance rules and regulations.

Attorney's Fees: If Owner consults legal counsel or a professional collection service for collecting any amounts due to Owner under this Agreement, Guest shall be responsible for all costs of litigation and/or collection in case of such, including actual attorney's fees.

Limitations on Rental: Owner will not be liable for circumstances beyond their control, including but not limited to appliances or heating failure, other mechanical failure, unfavorable weather, disruption of utility services including cable television, etc. There will be no relocation, rental pro-ratio or refund in the event of such circumstances. In the event Owner is unable to deliver the Property to Guest because of property sale, property manager decision, fire, mandatory evacuation, eminent domain or Acts of Nature, or if the property is unavailable because of construction delays or lack of utilities, Guest agrees that Owner's sole liability, as a result of any of these conditions, will be a full refund of all payments tendered by Guest. Guest expressly acknowledges that in no event will Owner be held liable for any other condition out of the control of the Owner, or for any incidental or consequential damages, including but not limited to, expenses that result from moving or for any other losses.

Tenancy: The Guest acknowledges that this is NOT a tenancy for the Property. The Guest's stay is considered to be a transient occupancy, akin to hotel accommodations. Property laws do not apply to the license granted herein, and the Guest may be removed as a trespasser immediately upon termination of this license. The Property is rented on regular short term periods and for a significantly higher rate than a non-vacation rental. Often a Guest is scheduled to begin a vacation in the Property on the same day as

the checkout day of the prior Guest. If Guest stays even one additional day, Owner would face significant logistical problems with the next Guest, including possible liability. As such, Guest agrees to vacate immediately on the checkout day at 10:00 a.m. Failure to do so will entitle Owner, in addition to all other remedies available to it, to have Guest ejected by law enforcement as trespasser and to physically remove Guest and all of Guest's possessions from the Property (for which Guest hereby grants permission and consent) and obtain damages and injunctive relief against Guest.

Indemnification: Guest agrees to release Owner from and against all liability should anyone be injured upon the premises during the term of occupancy resulting from any cause whatsoever, except in the case of personal injury caused by willful gross negligence on the part of the Owner.

Effective Date: Notwithstanding anything to the contrary, this Occupancy Agreement is binding and effective when no signature is required, and Guest's affirmative assent to the terms is expressed by Guest's reservation of the unit. If Guest desires to terminate this agreement due to lack of assent, he/she must do so within three days of the date the reservation was made.

Governing Law: The terms and conditions stated herein will be interpreted by and governed under the laws of the State of Utah and any action arising out of this agreement shall be litigated in the State of Utah.

Attorney's Fees: In the event of any action or proceeding commenced by any party, the prevailing party in such action or proceeding shall be entitled to recover from the other party all cost and expenses thereof, including actual attorney's fees and cost.

Invalid Provisions: If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance hereof. Furthermore, in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as a part of the Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid or enforceable.

Entire Agreement: This Agreement sets forth the entire understanding of the parties and supersedes all prior agreements or understandings, whether written or oral, with respect to the subject matter hereof. No amendment or modification hereto shall be binding unless made in writing and signed by the parties hereto.

Waiver: The waiver by either party hereto of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of a subsequent breach of same provision by any party or of the breach of any other term or provisions of this Agreement.

Headings: Headings of the paragraphs herein are used solely for convenience and shall not be used for interpretation or construing any word, clause, paragraph or provision of this Agreement.

By checking the box marked "I accept rental terms and conditions" and submitting your reservation, Guest hereby agrees and accepts all the terms and conditions stated above.

Agreed and Accepted:

Guest