



## VACATION RENTAL AGREEMENT AND WAIVER

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DAY MOUNTAIN RANCH AND RESORT

Phone 208-544-0035

Terms & Conditions

info@DMRResort.com

In consideration of the monies received and the mutual promises contained herein, Day Mountain Ranch, LLC ("Property Manager"), property manager of the subject "The Property" described in the Folio Quote, described herein ("The Property"), hereby agrees to rent "The Property" to the undersigned, (individually and collectively referred to herein as "Tenant"), on behalf of the owner of "The Property", for the rental amount ("Rent") and on the dates described in the email confirmation of terms ("Folio Quote") sent to Tenant by Property Manager in advance of execution of this Agreement.

- 1. Occupancy and Vacating Periods and Times – Time of the Essence:** The tenant's period of occupancy begins at 4:00 PM. The vacate time is NO LATER than 11:00 AM on the departure date. A late-vacate fee of \$400.00 will be charged. The procedures for taking occupancy and vacating the premises are provided as an attachment to your confirmation email. Time is of the essence for this provision. Forcible ejection, eviction, and all legal and equitable remedies, such as injunctions and damages, apply to Property Manager's enforcement of the above periods and times.
- 2. Tenancy Deposit/Payment:** A deposit of 50% ("Tenancy Deposit") of the Rent to hold Tenant's period of tenancy, is paid at the time the period of tenancy of "The Property" is agreed upon (1/2 of the Deposit is Non-Refundable at time of collection. The remaining 1/2 Deposit is Non-Refundable 90 day before period of tenancy) . The remaining Rent is due no less than 30 days prior to arrival date. If the period of tenancy of "The Property" is agreed upon less than 30 days prior to arrival date, then Rent is due in full when Property Manager accepts your period of tenancy. Tenant may pay for Tenancy Deposit, Rent and any other required payments by Visa, MasterCard, Amex and Discover Card. If this Agreement is executed by more than one person, each person is individually and severally liable for the performance of all obligations under this Agreement.
- 3. Credit Card Charges Authorized.** Tenant grants consent for Property Manager to charge any and all credit cards as set forth in the attached Credit Card Addendum for any and all monies due under this Agreement.
- 4. Condition of Premises and Damage Fees.** Tenant agrees to leave "The Property" in the same condition found upon Tenant's arrival apart from (1) usual and typical cleanup and (2) normal wear and tear. Tenant acknowledges that Tenant has read and reviewed the attached Vacating of Premises Instructions Addendum for "The Property" ("The Property" Addendum") and agrees to payment of the Damage Fees, described in "The Property" Addendum, applicable to Tenants' stay and acknowledges that Tenant may be charged for the Damage Fees.
- 5. Conditions on Arrival:** It is Tenant's sole responsibility to inspect "The Property" upon arrival for hazards and equipment. Tenant assumes the entire risk of injury and damage arising from use of "The Property" by Tenant and Tenant's invitees, licensees and guests. All problems discovered upon arrival, including inadequate cleaning, hazards, and damage, must be reported in writing (email and text are acceptable) to Property Manager within 6 hours of occupancy time. Property Manager and/or Property Manager's agents reserves the right to enter premises at any time for the purpose of effecting necessary inspections, repairs or maintenance.
- 6. Occupancy and Safety:** The maximum number of occupants allowed on the property at any given time at the "The Property" is stated in the Folio. Tenant solely is obligated to ensure that all adults and children have sleeping quarters or adequate room and comfort to sleep, and that all occupants have

a method of immediate, accessible escape in case of fire or other danger. Overcrowding or misrepresentation as to the number of occupants is grounds for immediate revocation of this Agreement, and removal of Tenant without refund. Optionally, Property Manager will assess a \$50 fee per person/per day discovered over the stated maximum number of occupants on the property. Additionally, Property Manager may assess a \$5,000 Event Fee for any event(s) they determine, at their discretion, blatant disregard of this agreement and violation of county ordinances. The Tenant must occupy "The Property". Parents may not rent "The Property" for their children, friends, relatives or anyone else. The Tenant must be present at "The Property" for the entire time of the period of tenancy and take full responsibility for "The Property". Children (persons under 18) are the responsibility of the Tenant. "The Property" should not be considered "child safe." Children should not roam free on decks; climb on furniture; hang out of windows; or engage in other unsupervised activities.

7. **Eviction or Ejection:** Where eviction, removal, or ejection of any person or thing is allowed by this Agreement, all costs of same will be chargeable against the Tenant.

8. **Restrictions on Use:** Tenants may not cause disruptions, nuisances, annoyances, or violations of law or residential neighborhood behavior expectations. Violation of this provision will result in immediate eviction without refund (including security deposit), and Tenant will be held liable for any damages to "The Property", its contents and grounds. Tenant must be a person of legal capacity and financial capability and must be at least 25 years old. NO PARTIES (defined as more than the allowed number of occupants, as described in Paragraph 7, above, occupying "The Property" at any given time) are allowed without the prior written consent of Property Manager. Violators will be removed from "The Property" immediately, with no refund, and prosecuted for damages and losses. Tenant shall make no alterations to "The Property", including but not limited to, moving furniture, painting, wallpapering, adding or changing locks, installing antennas, placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials. Tenant acknowledges that Tenant has read and thoroughly reviewed the attached Occupant Activity Addendum agrees to abide by all its terms.

Special Disclosure & Acknowledgement:

- Tenant acknowledges that there are outside security cameras that are constantly monitored and recorded. The use of these cameras is intended to ensure compliance with the provisions of this Agreement. Tampering with these cameras (i.e. removing batteries, covering or moving camera) will result in a \$1,000 fee.
- **NO MORE THAN THE DESIGNATED NUMBER OF PEOPLE** are allowed on this property AT ANY GIVEN TIME. Violation is grounds for immediate removal, in addition to a \$5,000 Event Fee and any relevant county ordinance fines cited for violations during your stay. We truly do and must respect our neighbors and the law and want to be as clear as possible upfront to avoid missed expectations.
- **PARKING is limited.** Vehicles should only be parked in designated spots. Damage caused by vehicles will be charged to TENANT.

9. **Cleaning Fee:** A separate cleaning fee of \$100-\$120 per cabin is charged per stay.

10. **Smoking Prohibited:** There is NO SMOKING allowed in any building nor within 25 feet of any building. This prohibition includes all forms of smoking and vaping. Violation of this paragraph is grounds for immediate eviction or ejection of Tenant without refund.

11. **Pets:** Pets are allowed in the upstairs of the cabins. A pet cleaning fee of \$50 per pet will be added to your reservation.

12. **Personal Loss:** Tenants are solely responsible for their personal property. Property Manager and the owner of "The Property" shall not be held liable under any circumstances for any damages to, or

loss of personal property. Further, Tenant agrees to provide Property Manager with information related to Tenant's personal liability insurance, as provided on the attached Personal Liability Insurance Addendum.

13. **Subletting and Assignment:** Tenant may not sublet, sublicense or otherwise grant any rights to "The Property". Tenant may not assign the agreement without Property Manager's prior written consent.

14. **Attorney's Fees:** Attorney's fees incurred by Property Manager or the property owner relating to the enforcement of this Agreement are chargeable to Tenant and recoverable against Tenant in any formal or informal legal proceeding.

15. **Indemnification:** Tenant agrees to release and indemnify Property Manager from and against all losses, liabilities, damages, costs, and attorney's fees, for all claims arising from or during the term of occupancy resulting from any cause except the reckless or intentional acts of Property Manager, the property owner, or persons in privity with them.

16. **Property Manager Changes:** Every effort is made to ensure all information on the web site and other documentation is accurate and complete. However, Property Manager is not liable for errors, omissions, mistakes, price changes and any changes by the Property Manager in furnishings, equipment, bed arrangements and other accommodations.

17. **Effective Date:** Notwithstanding any other assurance to the contrary, this Agreement is not binding or effective until executed by Tenant in the manner described herein, and accepted by Property Manager as evidenced by Property Manager's acceptance of Tenancy Deposit.

18. **Governing Law:** This Agreement will be interpreted and governed by the laws of the State of Idaho notwithstanding any choice of law rule to the contrary. Any action arising out of this agreement shall be brought in the county of Franklin, State of Idaho. Tenant agrees to submit to the jurisdiction of the Idaho courts and to the enforceability of any order or judgment against Tenant entered by a Idaho court.

19. **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.

20. **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.

21. **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.

22. **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. A copy of this agreement will be emailed to Tenant for Tenant's records.

23. **Limitations on Rental:** Property Manager will not be liable for circumstances beyond their control, including, but not limited to, appliances or air-conditioning/heating failure, other mechanical failure, unfavorable weather, disruption of utility services including television and Wi-Fi, state disasters, federal disasters, pandemics, etc. There will be no relocation, rental proration or refund in the event of such circumstances. In the event Property Manager is unable to deliver "THE PROPERTY" to Tenant due to sale of "THE PROPERTY", "THE PROPERTY" owner's refusal, or fire, Tenant agrees that Property Manager and owner's sole liability, as a result of any of these conditions, will be a full refund of all payments tendered by Tenant. Tenant and Property Manager agree that in case of inadvertent double booking, Tenant will be ONLY entitled to a full refund of all monies previously tendered by Tenant or in the alternative to an alternate rental period at the discretion of Tenant. If Property Manager is able to relocate Tenant, Tenant agrees to pay the difference in rental amount, should Tenant accept alternate accommodations. Tenant expressly acknowledges that in no event will Property Manager be held liable for any other condition out of the control of the Property Manager, or for any incidental or consequential damages, including but not limited to, expenses that result from moving or for any other losses.

24. **Cancellations and Changes in Reservations:** If a period of tenancy is cancelled for any reason, Tenant forfeits all monies paid and must remit the full Rent immediately for any remaining balance due. Tenant is not due credit or a refund for early departures, inclement weather, federal or state disasters, or pandemics. If a change in period of tenancy is requested, Property Manager will make reasonable effort to accommodate the change, and assess the appropriate fees, as stated above.

#### **CREDIT CARD**

By digital signature, I hereby authorize "The Property" property manager, Day Mountain Ranch, LLC, to charge my credit card for any damages as detailed in the attached Vacation Rental Agreement and Vacating of Premises Instructions for "The Property".

#### **VACATING OF PREMISES INSTRUCTIONS**

Please note that due to the size and layout of "The Property", there can be Damage Fees, as described below, as well as general damages, as described in the Agreement, charged for "The Property". It is the intention of Property Manager, by way of the Agreement and this Addendum, to inform Tenant, in advance, that damage fees will be charged to Tenant's credit card.

Your help with a smooth vacate allows the next tenants to enjoy "The Property". Often times, the next tenant begins occupancy just 5 hours after your vacating of the premises, thus the following vacate procedure is imperative to the smooth operation of our vacation rental.

- Pick up ALL trash around the inside & outside of the buildings
- Place ALL towels on laundry room floor
- Wash all dishes and silverware and put away
- All furniture & décor items must be where you found them
- Outdoor furniture must be where you found it
- Pick up any cigarette butts
- Replacement or repair fee for damaged furniture or décor will be charged
- No Fireworks allowed.

If you notice any problems with the facility or damage to the facility, text us within 6 hours of your arrival at 208-544-0035, so we know in advance and do not hold you responsible!

**You must sign this Agreement and Addendums as well as pay required deposit/fee to Confirm your Reservation. Any reservations made through the web site, email or verbal are pending until this Agreement and Addendums are executed.**

\_\_\_\_\_  
Name of Tenant/Releasor

\_\_\_\_\_  
Signature of Tenant/Releasor

\_\_\_\_\_  
Date

**VACATION RENTAL WAIVER ADDENDUM and FOLIO QUOTE ADDENDUM are part of this AGREEMENT**

## VACATION RENTAL RELEASE OF LIABILITY AND ADDENDUM

TENANT, a visitor to and short-term vacation renter of the property commonly known as Day Mountain Ranch and Resort located at 77 S. Spring Creek Road, Preston, ID (the "Property") acknowledge and agree:

1. The Property is rugged and has inherently dangerous conditions, including steep mountains and terrain with both natural and man-made dangerous conditions.
2. The Property has made efforts to make conditions safe and has shown the Releaser all conditions and Releaser will take responsibility of the Releaser and the group staying at the Property and will warn all in the party of the dangerous conditions.
3. I am also aware that my stay at the Property involves risks that may result in serious bodily injury and/or death. Some of the risks include, but are not limited to, falling, sports injury, slips, trips, falls, cuts, adverse weather conditions, the acts or omissions of guests or visitors on the Property during my stay, and the condition of the Property. I understand that the description of the risks in this Release of Liability, Waiver of Claims and Assumption of Risk (the "Document") is not complete and that other risks or events that are known or unknown, anticipated or unanticipated may result in serious bodily injury and or/death.
4. In consideration of being permitted to rent and stay at the Property, I agree on my own behalf, my family, any and all guests, and invitees that I am fully responsible for any and all risks of injury or death. **I hereby release and hold harmless Property Manager and Day Mountain Ranch and Resort and its members, principals, agents, officers, employees, and representatives (collectively "Releasees") as well as the owner of the Property.**
5. I agree to fully and forever release and discharge, and not to sue Releasees for any injuries or damages, including bodily injury or property damage that further agree to indemnify and defend Releasees, through their own choice of counsel, against any and all claims arising out of or related in any way to my rental of the property, including claims by third parties.
6. I agree that any claims arising out of my rental and any claims of damage or injuries at the property will be determined by binding arbitration before a single arbitrator in Idaho. I understand that I, as well as Releasees, are waiving the right to a jury trial.

**I ACKNOWLEDGE THAT I HAVE READ THIS ENTIRE DOCUMENT AND THAT I UNDERSTAND ITS TERMS AND AGREE TO BE BOUND BY THEM. I UNDERSTAND THAT THIS DOCUMENT APPLIES TO AND SHALL BE EFFECTIVE AND BINDING UPON ME, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVE, ESTATE, AND ALL MEMBERS OF MY FAMILY, MINORS, INVITEES, AND OTHERS IN MY CARE, CUSTODY OR CONTROL, AND AGREE TO ADVISE ALL SUCH INDIVIDUALS OF THIS DOCUMENT AND CAREFULLY SUPERVISE THEIR USE OF PROPERTY.**

\_\_\_\_\_  
Name of Tenant/Releasor

\_\_\_\_\_  
Signature of Tenant/Releasor

\_\_\_\_\_  
Date

