

## VACATION RENTAL AGREEMENT

This agreement is for the short-term vacation rental of **Yellowstone Riverside Cabin (#6)**, hereinafter called the Cabin. Landlord/owner is Yellowstone Riverside Cabin, LLC, Vanya de Jung, hereinafter referred to as Landlord.

In consideration of the monies received and mutual promises, contained herein, Landlord, do hereby lease and rent to Guest the certain property described as Cabin #6 and under the following terms and conditions.

**REGISTERED PARTY NAME:** \_\_\_\_\_

**ARRIVAL DATE:** \_\_\_\_\_ **DEPARTURE DATE:** \_\_\_\_\_ **TOTAL NIGHTS:** \_\_\_\_\_

1. **RESERVATION DEPOSIT:** Guests pay a non-refundable \$350.00 booking deposit at time of booking. This is a non-refundable booking fee if reservation is cancelled - see cancellations. Otherwise (if no cancellations), this becomes part of the Security Deposit once stay commences.

2. **SECURITY DEPOSIT:** The \$500.00 security deposit will be held to cover any damage to rental. The \$500.00 refund will be mailed within 7 days of check out if there is no damage or excessive housekeeper's cleaning fee. It is refunded by way of a check.

3. **CLEANING FEE:** \$135.00 cleaning fee.

4. **RENTAL RATE MAY 1 – SEPT. 30:** The property rental rate is \$350.00. The rate is per night for 4 people (\$20.00/night/person over 4 people), plus State bed tax of 8% (taxes subject to change). **Maximum occupancy 8 people.** Please, absolutely no using furniture as beds. A Vacation Rental Agreement must be signed prior to stay.

5. **RENTAL RATE OCT. 1 – APRIL 30:** The property rental rate is per specific dates you are booking. The rate is per night for 4 people (\$20.00/night/person over 4 people), plus State bed tax of 8% (taxes subject to change). **Maximum occupancy 6 people.** Please, absolutely no using furniture as beds. A Vacation Rental Agreement must be signed prior to stay.

6. **PAYMENT** in full for the number of nights reserved is due 60 days prior to arrival at the property. Personal or company checks for rental payments must be received 65 days before reservation arrival date. If you would prefer to pay by credit card an invoice will be emailed from SquareUp and a 3% transaction fee is added to total bill. A Vacation Rental Agreement must be signed prior to stay. Taxes are subject to change.

7. **CANCELLATIONS:** Guests must pay in full 60 days from **first day of occupancy/check-in**. Cancellations made at least 30 days before check-in will receive a 50% refund and full cleaning charge refund. The \$350 reservation deposit will not be refunded! No refunds at all for cancellations made within 29 days of check-in. All refunds will be minus the 3% transaction fee if paid through SquareUp.

8. **TERMINATION:** If Guest or any member of his/her party violates any of the terms of this agreement, Landlord may, at their sole discretion, terminate this lease with no refund of the used portions of the rents. The landlord, or representative of the landlord, may enter the premises and remove Guest, the members of his/her party and their belongings. Upon such notification, Guest agrees to immediately and peacefully vacate the premises.

**9. ALL RENTALS ARE TO FAMILIES AND RESPONSIBLE ADULTS ONLY.** No high school, college, or civic groups, chaperoned or not, are permitted. Guest acknowledges that he/she/they will personally occupy the property for the entire rental period and will not sublet any portion of the property without consent of Landlord. Occupancy is restricted to the maximum occupancy as set forth in this Agreement. Violation of any of these terms shall give right to immediate removal. Guest agrees that the premises shall not be used for any illegal or unlawful purpose. Occupancy and use of the premises and common areas in such a fashion that disturbs or offends other guests or residents shall be deemed grounds for removal. We wish you to have an enjoyable vacation, and respect of the rights of other owners and guests is required.

**10. ARRIVAL ('CHECK-IN') TIME:** Arrival time in the cabin is 4:00PM or later. This is required for housekeeping.

**11. DEPARTURE ('CHECK-OUT') TIME:** Departure time on the departure day is 10:00am or earlier. Landlord is free to enter the premises without notice beginning at this time on the day of departure. This is required for housekeeping.

**12. FURNISHINGS:** The cabin is equipped and furnished to the Landlord's taste and is set up for light housekeeping. Bed and bathroom linens are provided. There will be toilet paper, paper towels, dish detergent, & laundry detergent to get you started. **GUEST(S) MUST PROVIDE THEIR OWN SUNDRIES, PERSONAL SOAPS, FOOD AND DRINK ITEMS, ETC.** There is an abundance of spices and some cooking supplies for you to use but the kitchen is not fully stocked with food. Please feel free to use condiments in fridge and other items in freezer UNLESS MARKED AS OWNER'S.

**13. MALFUNCTIONS OR DEFECTS:** Service requests for equipment or appliances, etc. are responded to as quickly as possible. Landlord shall not be liable for any loss, delay, or harm of any kind resulting from defects, accidental breakage, and no warranty is given against evident or hidden defects or capacity. There are no rebates or refunds for any reason as every good faith effort is made to insure the property is maintained to the highest standards.

**14. CARE OF PROPERTY:** Guest(s) is/are expected to care for the property as if it were his/their own. Guest(s) acknowledge(s) that unless Landlord or Landlord is notified on day of arrival of any damage or cleaning concerns; then thereafter, all damages or concerns during occupancy shall be Guest(s) responsibility and must be reported to Landlord or Landlord and paid prior to departure. Rearranging of furniture is not permitted. Guest must leave the property in a clean condition to include the following: All dishes washed and put away when possible. All doors and windows closed and locked. Lights off, including outside lights. All breakage reported to Landlord; and **all used beds left unmade.** Please turn gas wood stove off at thermostat and bedroom heaters to STOP. Dump garbage at the Airport Rd site or Tom Miner/Carbella collection site. If garbage is left a \$10/bag fee will be assessed. Cabin shall be left substantially the same as you find it. Failure to comply will give Landlord the right to deduct appropriate sums from the security deposit. The charge for excessive cleaning is \$80 and shall be deducted from security deposit. See paragraph 2. Security Deposit above.

**15. WILDLIFE:** Because Yellowstone National Park and USFS lands surround the property, there are many forms of wildlife that roam in the area of the property. This may include elk, deer, and on occasion, buffalo, rattlesnakes, or bear. Be aware that wild animals are dangerous, unpredictable, and should never be fed or approached. Be alert that children *never* approach wildlife. Yellowstone bison carry a bacterial infection known as brucellosis, which is communicable to humans by contact with animal products and is incurable. Never touch wild animal droppings. Never leave food or trash outside it can attract animals to the property. **Guest(s) assume(s) the unavoidable risks inherent in all activities related to wildlife**

habitat, including but not limited to bodily injury and physical harm. In consideration of guest privileges at the Cabin, Guest(s) do agree to hold harmless and indemnify Landlord, Landlord, and staff or vendors and further release them from any liability or responsibility for accident, damage, injury, or illness to the Guest(s), Guest property or to any other family member or spectator accompanying Guest(s) on the premises.

16. **GUEST PETS** are not permitted in the property. Violation is grounds for immediate termination with no refunds of rent, tax, or security deposit. If renter has a service dog it must be on a leash at all times when outside. The strict guidelines of service animals will be enforced.

17. **DRONES ARE NOT ALLOWED TO BE FLOWN ON PROPERTY.**

18. **WASHING OF VEHICLES/MOTORCYCLES IS NOT** allowed on property.

19. **GRILLING:** Please keep the table top BBQ on the plywood in case it drips, etc. Please do not place the bbq so that it damages, with burning or grease staining, the area under or around it. Also, it is very important to keep it clean so it does not attract wildlife. **Renters are responsible for cleaning the bbq and cleaning off the plywood that goes under.** I'm sorry to ask this but we will not be able to supply bbqs if they start attracting dangerous animals.

20. **WASHING MACHINE & DRYER:** If renter uses washer and dryer please check and empty all clothing pockets. Do not wash really dirty/sandy/muddy clothes or rags in machine, the sand will ruin the appliance. Do not overload washer or dryer. If you use the machines you will be held responsible for breakage. There are laundromats in Gardiner.

21. **NO PORTABLE HOT TUBS ARE ALLOWED ON PREMISES** that are not the property of Landlords.

22. **WEATHER:** Inclement weather is a possibility 12 months a year. Guest(s) agree(s) to take sensible precautions to protect self and the premises including secure doors and windows from infiltration of dust or water.

23. **LOCKED AREAS** for which Guest is not provided a key, such as Landlord personal storage areas, are exempt from this lease agreement and are off limits to the Guest. Forced entry into these areas is cause for termination, forfeiture of security and lease rent, and Guest will be charged for damage and missing items.

24. **VEHICULAR TRAFFIC:** All wheeled vehicles, motorized, or otherwise, must be kept on the paved areas. Guests may not drive on, tow, or push vehicles or equipment onto grassy areas. **Guest Recreational Vehicles (RVs) and trailers are not allowed on the property.** Should Guest(s) travel to the property by RV or with a trailer, they will need to be parked off premises. No vehicle repair is allowed. Should you need repairs, remove vehicle first. Sorry, HOA rules.

25. **IN THE EVENT** Landlord is unable to deliver said property to Guest under this lease agreement prior to occupancy because of fire, eminent domain, act of nature, double booking, delay in repair, or any other reason whatsoever, Guest hereby agrees that Landlord and Landlord's sole liability as a result of these conditions is a full refund of all consideration previously tendered by Guest(s). Pursuant to the terms of this lease, Guest(s) expressly acknowledge(s) that in no event shall Landlord be held liable for any consequential or secondary damages, including but not limited to, any expenses incurred as a result of moving, damage, destruction, or loss.

26. **LOST, STOLEN OR ABANDONED ARTICLES:** Neither Owner, Landlord, nor agent shall have any responsibility for lost, stolen or abandoned items. There will be a fee of \$25.00 plus shipping cost for any returned items.

**27. INDEMNITY:** Guests agree to release and indemnify Owner, Landlord and agent from and against all liability, should anyone be injured upon the premises during the term of the lease, resulting from any cause whatsoever, except in the case of personal injury caused by a negligent act of the Owner, Landlord, Agent or employees.

**28. INTERRUPTION OF OCCUPANCY:** The property is located near Yellowstone National Park and the U.S. Forest Service. Federal agencies manage those lands, and those agencies/ management routinely impacts nearby private lands, including Yellowstone Riverside Cabin. In the event Landlord is unable to deliver the property to Guest prior to occupancy because of acts of nature (including weather, fire, flooding, or any natural disaster), impassibility of roads, or damage caused by a prior guest for which repair is pending, or eminent domain, or any other act or circumstance outside of Landlord’s control, Guest agrees that Landlord’s sole responsibility and liability shall be the delivery of a full refund of payment(s) previously tendered by Guest. Guest expressly represents and acknowledges that Landlord shall not be liable for any damages, including nominal, compensatory, incidental, liquidated, consequential or punitive/exemplary damages, which Guest may claim. Guest hereby agrees to indemnify and hold Landlord harmless from any claims for damages or loss related to Landlord’s inability to deliver the property, or interruption of occupancy, as set forth herein.

**29. ACKNOWLEDGMENT:** Guest(s) acknowledge(s) they have reviewed and understand the terms of this **Agreement and agree to be bound thereby.**

**30. OCCUPANCY LIMITS:** Varies depending on dates.

A.) May 1<sup>st</sup> – September 30<sup>th</sup> daily rental rate is for 4 people. Extra charge for 5<sup>th</sup> thru 8<sup>th</sup> occupants. \$20.00/night/person. Maximum occupancy is 8.

B.) October 1<sup>st</sup> – April 30<sup>th</sup> daily rental rate is for 4 people. Extra charge for 5<sup>th</sup> and 6<sup>th</sup> occupants. \$20.00/night/person. Maximum occupancy is 6.

The following people will occupy the premises as members of this party:

	(+\$20.00/night)
	(+\$20.00/night)
	+ \$20.00/night (5/1 – 9//30)
	+ \$20.00/night (5/1 – 9//30)

Please Note! Children and babies count as occupants.

If there is more than one Guest, Guests acknowledge that the following person is the one who Landlord and his agent(s) may deal with on behalf of the whole party: \_\_\_\_\_

THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THIS AGREEMENT ARE DEFINED BY LAW AND INCLUDE UNIQUE PROVISIONS PERMITTING THE DISBURSEMENT OF RENT PRIOR TO TENANCY AND EXPEDITED EVICTION OF GUESTS. YOUR SIGNATURE ON THIS AGREEMENT, OR PAYMENT OF MONEY, OR TAKING POSSESSION OF THE PROPERTY, IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO LEASE THIS PROPERTY FOR A VACATION RENTAL. IT IS ALSO EVIDENCE OF YOUR PERMISSION FOR PUBLIC AND PROMOTIONAL USE OF ANY TESTIMONIALS BY YOU MADE DURING OR AFTER TENANCY BY EMAIL, WRITTEN, VERBAL OR OTHER MEANS.

(please print):

<b>Guest name responsible for payment:</b>	<b>YRC Cabin #: 6</b>
<b>address:</b>	<b>Dates of Stay</b>
<b>city:</b> <b>state:</b> <b>zip:</b>	
<b>Best phone to reach you:</b>	
<b>Owner:</b>	
Vanya de Jung, 808-28-0309	<b>Date:</b>

**CHOICE OF VENUE CLAUSE & ACCESS CLAUSE:**

This agreement shall be construed in accordance with the laws of the State of Montana and any legal action arising from this agreement shall be filed exclusively in the courts of the State of Montana.

It is further agreed that this agreement is not dependent upon the availability of any product, service, or amenity, other than the subject premises itself, and specifically that the status of access to Yellowstone National Park due to weather, government shut down, or other condition or occurrence shall not affect this agreement.

**PAYMENT:**

**DUE AT TIME OF RESERVATION: \$350.00 reservation deposit (+3% SquareUp fee, no fee if paid through Venmo), See paragraphs 1 & 2**

**RENTAL PAYMENT IN FULL DUE 60 DAYS PRIOR TO RESERVATION:**

Total Nights: \_\_\_\_\_ X \$ \_350.00\_ US per night  
 + Extra guests # \_\_\_\_\_ X \$20.00 X # \_\_\_\_\_ nights = \$ \_\_\_\_\_  
 + \$135.00 cleaning fee. Subtotal US\$ \_\_\_\_\_ X 3% SquareUp fee (if applicable)  
 Sub total US\$ \_\_\_\_\_ X 8% Montana lodging & use tax  
 \$150.00 Remainder of \$500.00 Security Deposit \_\_\_\_\_  
 Total Amount Due US\$ \_\_\_\_\_

Name:  [print] \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_