



WHISPERING OAKS RANCH, LC
SHORT TERM RENTAL AGREEMENT

Standard

This Short Term Rental Agreement (the "Agreement") is made by and between Whispering Oaks Ranch, LC ("Owner") and the undersigned guests (collectively "Guest") as of the date last set forth on the signatures below. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereby agree to the following terms.

1. **Property.** The property, Whispering Oaks, is located at Milepost 14.8 North La Sal Loop, Grand County, Utah (the "Property"). This Agreement is for the Unit(s) as set forth on the Reservation Confirmation Form (the "RCF") completed by or for Guest. This property is privately owned, and management reserves the right to refuse service to ANYONE.

2. **Rental Party.** The rental party and maximum number of guests shall consist of the person(s) as set forth in the RCF.

3. **Reservations and Rental Deposits.** Reservations shall be for the full period requested. A deposit of 50% is required to confirm a reservation. The deposit is applied to the reserved stay and is refundable until 31 days prior to the arrival date, less a \$75 processing fee. The remaining balance is due 30 days prior to the arrival date and is non-refundable. Return of this signed Short-Term Rental Agreement is required to hold the reservation.

4. **Term.** The rental begins on the Arrival Date and ends on the Departure Date as set forth in the RCF (Reservation Confirmation Form). Check-in time is 4:00 p.m. or later. Check-out time is no later than 11:00 a.m. No early check-ins/late check-outs are allowed unless approved in writing by Owner.

5. **Rental Rules.** Guest agrees to the Additional Terms and Rules attached as **Exhibit A** and made a part of this Agreement, and shall cause all members of the rental party and anyone else Guest permits on the Property to abide at all times by such Terms and Rules while at the Property. A **CABIN DEPARTURE CHECK-LIST** is provided in the guest book located in all cabins and Guest agrees to comply with these requirements.

6. **Access.** Guest shall allow Owner and its representative(s) reasonable access to the rented Units on the Property for purposes of repair and inspection within 3 hours of first request or immediately in case of emergency.

7. **Security Deposit.** A security deposit in the amount of \$250 for small cabins, \$600 for mid-size cabins and \$1,000 for the large cabins shall be paid in addition to the rental, at the time the rental balance is due. Such security deposit shall be paid via a credit card authorization and may be released after check-out following an inspection of the Property. Guest shall be liable for any damages for breach of this Agreement in excess of such security deposit.

8. **Cancellations.** Cancellation of a reservation is required by Guest in writing. All cancellations received 31 days or more from arrival date are refundable. Cancellations made 30 or fewer days prior to the arrival date will result in forfeiture of 100% of the rental amount. All cancellations and date changes are subject to a \$75 handling charge. **Early departure or inclement weather shall not result in any refund of rent or rental deposit.**

99. **Payment.** Payments are to be made through credit card (Visa, Mastercard, Discover) unless otherwise agreed by Owner.

OWNER: Whispering Oaks Ranch, LC

GUEST(S):

By: _____

x

Date



SHORT-TERM RENTAL AGREEMENT Exhibit A - Additional Terms and Rules

The following additional terms and rules are incorporated into and are made a part of the Short-Term Rental Agreement ("Agreement") between Owner and Guest, and the parties acknowledge that agreement to these terms constitutes part of the consideration for the rental.

1. Guest shall not assign this Agreement or sublet all or any portion of the rented premises. All Guests staying at the rented premises have been identified as such to Owner, and no other parties shall stay overnight, or occupy the premises (except for casual visits), without Owner's prior written consent. Guest acknowledges that the premises are rented for short-term, transient use only.

2. Guest shall use, and cause their guests and invitees, to use the Property in compliance with state, local and federal laws, and in accordance with all rules and regulations contained herein or posted upon the Property. Without limiting the foregoing, it is agreed that there shall be no loud parties or other activities on the Property that interfere with any other occupant's right to quiet enjoyment of the Property. No photographic or electronic images of Property shall be taken for commercial use or publication.

3. Guest, joint and severally, for themselves, their permitted guests, invitees, licensees or other persons that they may allow upon the Property, and the heirs, successors and personal representatives of such parties, agree to assume and accept any and all risk of injury or death to persons or pets, or property damage that may occur on the Property, including the Units, facilities, ponds, vacant property and improvements located thereon. Guests, joint and severally, knowingly and voluntarily waive any and all claims or causes of action for injury, death or property damage, against Owner, its employees, managers, officers, members, agents and representatives. Guests, jointly and severally, further agree to indemnify and hold Owner and its employees, managers, officers, members, agents and representatives harmless against any and all claims and causes of action for damages or liability resulting from any cause, that may be incurred by Guest and/or their permitted guests, invitees, licensees or other persons that Guest permits upon the property, from whatever cause, resulting from Guest(s)' negligence or use of any part of the Property, including, but not limited to, the use of a fireplace (if applicable) or the fire pit as allowed by Owner. Owner shall have no liability whatsoever for any personal property loss or damage to personal property brought upon the Property by Guest or others.

4. Guest agrees that there shall be no holding over or late departure without Owner's prior written approval and any such holding over shall be subject to a charge of no less than one and one-half times the daily rental amount for each day and partial day of such holding over, paid for the Unit(s) rented to Guest, which may be withheld from Guest's security deposit or charged to Guest's credit card.

5. Guest agrees to care for and use the premises in a clean and sanitary manner, to dispose of all garbage in trash bins provided, and to return the premises without damages in the same good condition as received. Guest shall use all systems, plumbing, appliances and fixtures properly and in accordance with their intended purposes, keeping them in a clean condition, and Guest shall be liable for any expense of cleaning, repair or replacement from failure to observe this obligation. Guest shall also use surrounding premises, including any landscaping, furniture and fixtures, in accordance with their intended uses, causing no damage to them.

6. If for any reason the specified Unit is not available due to reasons beyond the Owner's control, including by force majeure, and a substitute unit acceptable to Guest is not available, all money shall be refunded to Guest and no further contractual obligation will exist between the parties to this Agreement.

7. Loss or misplacement of any keys to the Unit(s) shall result in a charge for re-keying in the amount of \$100.00. Keys are to be left on the kitchen counter upon departure.

8. **NO PETS** shall be allowed on the premises without Owner's prior written consent. In the event that Owner agrees to allow one or more pets, additional deposits shall be applicable, and Guest shall sign separate Pet Policy Agreement.

9. Smoking is not permitted inside the structures on the Property. When smoking outside, Guest shall dispose of smoking materials in facilities provided and not on the landscaping or on the grounds.

10. The parties consent and agree that this Agreement may be electronically signed. The parties agree the electronic signatures appearing on this Agreement are the same as hand-written signatures for purposes of validity, enforceability and admissibility.

11. In the event that Guest fails to pay or perform Guest's obligations hereunder, including but not limited to all provisions relating to use and occupancy of the premises, Owner shall have the right to terminate this Agreement immediately, without notice, and Guest's personal property shall be removed from the Property. In the event of breach hereof by Guest, Owner shall have the right to withhold the security deposit to apply to damages, restoration (including by Owner's employees), or other obligations owed by Guest hereunder, and Owner shall also have the right to bring an action for damages, Owner's costs and expenses, including reasonable attorneys' fees, incurred as a result of the breach by Guest.

12. Guest represents to Owner that each person signing this Agreement as a Guest has the full power and authority to bind each of the parties identified as Guests hereunder to the terms of this Agreement. The obligations of Guest hereunder shall be the joint and several obligations of each of such persons.

Guest Initials: _____