



Rental Agreement for 278N 100W St George Utah

1. CHECK-IN TIME IS AFTER 4 P.M. MST AND CHECK OUT IS 10 A.M. MST. Early Check-ins must be approved in advance. **Departure:** Unless pre-approved by Landlord. It is imperative that tenants vacate by 10:00 a.m. on the departure date. If tenants continue to occupy the home after 10:00 a.m. on the departure date, landlord may suffer damages such as increased cleaning costs and lost rent from the next scheduled tenant (both currently and in lost future rentals). Landlord's damages for lost future rental income may not be susceptible to ready calculation. However, landlord and tenant agree that \$100 per hour of holdover is a reasonable estimate of actual damages that landlord may suffer for lost future rental income. If tenants fail to vacate the house in a timely manner, they must pay \$100.00 per each hour (or portion thereof) that they fail to vacate the home.
2. This is a NON SMOKING property. Any evidence of smoking in the home will result in a minimum \$250 deduction from the security deposit.
3. Pets are not permitted in the home. Any evidence of pets in the home will result in a minimum \$250 deduction from the security deposit.
4. DAMAGE/SECURITY DEPOSIT- If no alternative insurance is in place for guest, a damage/security deposit of \$750 is required. The deposit is NOT applied toward rent; however, it is fully refundable within seven (7) days of departure, provided the following provisions are met.
 - a. No damage is done to the home or its contents, beyond normal wear and tear.
 - b. No charges are incurred due to contraband, pets or collection of rents or services rendered during the stay.
 - c. All debris, rubbish and discards are placed in refuse containers outside and soiled dishes are placed in the dishwasher and cleaned.
 - d. All keys are returned and home is left locked.
 - e. All charges accrued during the stay are paid prior to departure (including early check-in or late check-out charges).
 - f. No linens are lost or damaged.
 - g. No evidence of smoking or pets is found in the cabin.
5. PAYMENT – An advance payment equal to 50% of the rental rate (inclusive of taxes) is required to confirm the reservation and must be received at least thirty (30) days prior to check-in. This advance payment will be applied toward the rent. Please make payments in the form of bank money orders, cashiers checks or personal checks payable to Whitehead Corner, LLC. This advance payment is not a damage deposit. The BALANCE OF RENT and the SECURITY DEPOSIT are due no later than three (3) weeks before your arrival date.
6. CANCELLATIONS – A sixty (60) day notice is required for cancellation. Cancellations that are made more than sixty (60) days prior to the arrival date will incur no penalty. Cancellations or changes made at least thirty (30) days from arrival date will receive a fifty (50%) percent refund for unused days. Cancellations or changes made less than thirty (30) days in advance of arrival forfeit the full payment. Early departure does not warrant any refund of rent or deposit.
7. MAXIMUM OCCUPANCY- The maximum number of guests in this home is limited to twenty-two (22) persons unless approved in writing in advance.
8. THIS PROPERTY REQUIRES a three (3) night minimum stay, four (4) night minimum during peak and holiday seasons.
9. INCLUSIVE FEES – Rates include a one-time linen-towel setup. Amenity fees are included in the rental rate.
10. NO DAILY MAID SERVICE – While linens and bath towels are included with the home, daily maid service is not included in the rental rate. However, the home does include laundry facilities that guests can use during their stay.

11. RATE CHANGES – Rates subject to change without notice. Once your reservation is confirmed in writing, your rate will not change.
12. AGE – Party reserving the cabin must be at least 25 years of age.
13. FALSIFIED RESERVATIONS – Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check in.
14. WRITTEN EXCEPTIONS – Any exceptions to the above mentioned policies must be approved in writing in advance.
15. ENTRY AND INSPECTION - Owner and/or Agent will have the right to enter the premises a) in case of an emergency, b) to make necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services, show the premises to prospective or actual workmen or contractors, c) when Renter has abandoned or surrendered the premises. Except under a. and c. entry may be made only during normal business hours and with at least twenty-four (24) hours prior notice to Renter.
16. PARKING – The home has three (3) parking spaces on 100W and an additional two (2) – three (3) cars can be parked in the driveway. Any illegally parked cars are subject to towing; applicable fines/towing fees and is the sole responsibility of the vehicle owner.
17. ASSIGNMENT - RENTER may not let, sublet or assign this Contract for all or any part of the premises. RENTER assumes full responsibility for fulfilling the terms of the Contract for the period stated and assures the OWNER AND/OR AGENT full recourse for the payment of any amount outstanding from the total amount due in accordance with the terms as stated above including any outstanding or unpaid charges that are the responsibility of the RENTER
18. ALTERATIONS – RENTER agrees that he/she shall not paint or make alterations to the property, including changing existing locks or adding new ones. RENTER agrees that RENTER is solely responsible for RENTER’S personal contents within the unit. RENTER may obtain renters insurance at RENTER’s own expense.
19. HOUSE RULES – All guests agree to abide by the HOUSE RULES in the amendment to this agreement.
20. TRAVEL INSURANCE - Travel Coverage and Protection is recommended as we do not provide any refund for unforeseen or unfortunate events or any cancellations falling outside the cancellation policy in section 6. Some credit card companies provide travel protection as a benefit. Check your benefits. Consider purchasing additional appropriate Coverage.
21. INDEMNIFICATION - The home owner is not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. RENTER agrees to indemnify and hold OWNER AND/OR AGENT harmless from all liability, loss or damage arising from any nuisance or harm made or suffered on the premises by the RENTER, tenants, or guests or from any carelessness, neglect, or improper conduct of any persons entering, occupying or visiting the premises. Renter is aware that the property has stairs and will hold Owner and/or his/her Agent harmless from any claims for damages, no matter how caused.
22. RESOLUTION - In the event that any action shall be commenced by either party arising out of or concerning this contract or any right or obligation derived there from, the prevailing party shall be entitled to receive attorney's fees as fixed by the Court in addition to all relief at law or equity. Either party may terminate this Contract in the event of a violation of any provision of this Contract by the other party in the manner and as provided by law. Both parties agree to the use of electronic communications in the place of written communications, and to accept electronic communications as binding.

By Signing Below, I agree to all terms and conditions of this agreement

Signature: _____ Date: _____

HOUSE RULES:

- 1) Rules will be explained to/shared with all guests staying with Renter.
- 2) Provide a cell number (if not already provided) on which you can be contacted during stay.
- 3) Guests are expected to treat home and neighborhood with respect
- 4) Check in time is 4:00 PM, Check Out is 10:00 AM. If a change is needed, contact the owner at least a week in advance to confirm if accommodations can be made.
- 5) PLEASE When taking off make-up use black makeup towels and not white toweling, also rags are provided under kitchen sink & the laundry room, so please avoid using white bath toweling for cleaning
- 6) At the end of your stay the Kids Nooks items (books, crayons, pencils, chalk etc) are returned to their home and any marks on walls, table, etc are wiped up. This is so the next guests will have them available and clean. (Cleaners do not clean this area either, this keeps their cleaning costs down) *Do not move charging stations from their appointed rooms
- 7) Please report if items are broken or missing. Especially if they are found that way when you arrive. We pride ourselves in having a clean, neat and working home for our guests.
- 8) NO loud or unruly conduct anywhere on the Whitehead House property which disturbs the comfort and quiet enjoyment of others. This includes maintaining reasonable levels of volume for stereos, TVs. Guests are expected to treat home and neighborhood with respect
- 9) NO illegal substances/smoking are allowed on the property. Violation of the ban on loud parties or illegal substances will be grounds for owner and/or agent to require RENTER to immediately leave the unit and forfeit any rent or security deposit
- 10) NO animals at the property.
- 11) NO parties or events unless previously approved by the owner.
- 12) DO NOT move furniture, decor, or decor pillow from rooms.
- 13) PLEASE DO NOT bring food, and drinks (water is ok) into carpeted areas upstairs
- 14) Guests agree to take dirty shoes off outside and store in the foyer storeroom after hiking/biking etc.
- 15) ABSOLUTELY NO jumping on beds, couches or other furniture OR drawing on furniture, walls, etc.. We love to have children in the home but ask that you have them be respectful of the property. Please clean up after them. If games and toys are used we ask that toys be put back in the toy box and games put back together/stored in original place (Cleaners do not have time to put games and pieces back along with the cleaning of such a large home)
- 16) DO NOT move the Google routers. They are placed in certain areas and positions to make your wifi reception the very best possible.
- 17) DO NOT unplug the wifi/cable inlet in Room #6. You will lose all internet and cable.
- 18) DO NOT touch the control panel in the foyer. Alarm system may be set off and will alert police

CHECK OUT CHECKLIST

- 1) Place USED BATH TOWELING in the tub/shower where they will not be stepped on. Put USED RAGS, and any Crib Sheet/Blankets in the laundry room on top of the washer.
- 2) Leave USED BEDS UNMADE; do not remove bed linens. Leave the sofa sleeper pulled out.
- 3) Place DIRTY DISHES in the dishwasher and start.
- 4) GRILL, wipe up and cover.
- 5) OUTDOOR GAMES/BIKE ETC. return to the shed. MUST BE locked & code scrambled.
- 6) TURN OFF AIR/HEATING UNIT ROOM 6.
- 7) FOLDING TABLE & CHAIRS, if used return to the dining room closet.
- 8) REMOTE CONTROLS should be in appropriate rooms.(TV & air unit remotes).
- 9) IF MOVED, RETURN ALL furniture, deco pillows, blankets to original spot/room.
- 10) Turn all LIGHTS OFF
- 11) If You Are Signed Into Netflix, Hulu etc., you may want to make sure you are logged off. We cannot be responsible for someone using your service
- 12) Take KITCHEN GARBAGE to outside bins. If Check out is on Tuesday please take large garbage can to the curb. Garbage day is early Wednesday.
- 13) Don't forget your personal items
- 14) CHECK & LOCK Outside Doors. (Dining room, Laundry, Front (push lock symbol) doors)
- 15) CALL or TEXT management to notify that the property has been vacated.

GUESTS WITH CHILDREN:

- 1) If childcare items were used please return them to their storage spots. Including crib, pack n play, baby bath, baby changer, monitors, guards, etc.(put used pnp/crib sheets on top of washer)
- 2) If GAMES & TOYS are used put toys back in the toy box & games put back together/stored in the original place.
- 3) If KIDS NOOK IF USED, please clean up art items and books returned to kids nook. Wipe table, walls and other places that may have been accidentally drawn on