

Bristlecone - Brianhead Lodge

Rental Contract – Rules and Regulations

THIS IS A VACATION RENTAL AGREEMENT. THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THIS AGREEMENT ARE DEFINED HEREIN. YOUR SIGNATURE ON THIS AGREEMENT, OR PAYMENT OF MONEY OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THE AGREEMENT, IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO USE THIS PROPERTY FOR A VACATION RENTAL.

- 1. There is a three-night minimum for this rental property. Check-in Time is 4:00 p.m. MST. You may go straight to the cabin, you do not need to go by any office. If you anticipate early arrival you must get written prior approval.**
- 2. Check-out Time is 10:00 a.m. MST. No one is to be in the cabin or on the property after check-out time. If you anticipate late check-out you must get written prior approval.**
- 3. Pillows, bedspreads, linens, towels and some blankets are provided. We recommend that you bring extra. A few cleaning supplies and toiletries are also provided.**
- 4. During your stay, report any non-emergency problems to us at 1-435-680-0871 Problems will be attended to promptly.**
- 5. No pets of any kind are allowed in or on the rental property. If a pet is discovered on the premises, occupancy will be terminated with no refund.**
- 6. No SMOKING allowed.**
- 7. No Loud music inside or outside the rental property.**
- 8. You may use the phone for local calls only. To make long distance calls you will need a calling card. You may use the phone to make calls to us (Free of Charge).**
- 9. The code to the keypad entrance lock will be given to you by E-mail or phone upon receipt of the balance due prior to your arrival date.**
- 10. Renter is responsible for completing the checkout list at the cabin.**
- 11. Upon departure close and lock all doors and windows. Please leave air/heating unit set at 80 degrees during summer months and 48 degrees during winter months.**
- 12. There will be no refund for inclement weather.**

_____ Date _____
Responsible Party – Signature

Continue... 2 of 5 pages

13. If for any reason we are unable to deliver the property to you for the rental period contracted (for example, the home is damaged and under repair, etc.), we shall refund your money in full. We are not responsible for any additional expenses or inconvenience occurred because of unexpected problems with cabin or property.

14. If upon arrival you discover any damage to the property PLEASE NOTIFY US IMMEDIATELY AT 1-435-680-0871

15. INSPECTION OF PROPERTIES: The property shall be inspected after your departure. If damage does occur, it must be reported to us immediately.

16. MAINTENANCE AND REPAIRS: We will keep all equipment in good repair. When you check in or during your stay, if you discover anything not in working order, please notify us immediately at 435-680-0871. We will correct it as soon as possible.

17. There will be NO RUFUNDS given due to malfunctioning or breakdown of appliances, air-conditioning, television, telephone, or any other property equipment or services.

18. OCCUPANCY: We rent to FAMILIES AND RESPONSIBLE ADULTS ONLY. Misrepresentation of the party will result in immediate termination of the rental agreement, expulsion and loss of rental fee. We reserve the right to refuse occupancy, if we feel the occupancy could be detrimental to the property.

19. EVEN THOUGH WE DO NOT ASSUME RESPONSIBILITY FOR ANY ITEMS LEFT IN PROPERTY, we will make every effort to locate lost item(s). Upon request, we will mail item(s) found to you. The item(s) will be shipped COD.

20. CLEANING/DAMAGE DEPOSIT: A \$500.00 security deposit will be collected in advance. The cost of cleanup or repairs will be deducted from this deposit if necessary. Renter is responsible for any damage incurred during his/her occupancy of premises. You will be held responsible for any and all damage done to this facility and its contents. Should any damage occur, you will agree to pay for any and all costs of repairs, and or replacements over and above the amount of said security deposit. We will not be held responsible for accidents, injury, or lost valuables.

21. Reservations may be made anytime and will be honored, provided payment is received as agreed upon and is deposited.

We are glad to be able to rent our beautiful log cabins to you. We hope that you will have an enjoyable experience while vacationing in Brianhead, Utah at Bristlecone Lodge. We know that Bristlecone Lodge with its many amenities will provide an idealistic setting for you and your family. Please carefully review the Rules and Regulations above, and sign and return along with the rental deposit due.

If you have any questions or need clarification on anything concerning your rental please e-mail or call us.

CONFIRMATION DEPOSIT:

This Contract is considered your Rental Agreement

_____ Date _____
Responsible Party – Signature

continue... 3 of 5 pages

Before reservation can be finalized.

Each page of Document must be printed, signed, dated, and returned to:

Bristlecone Brianhead Lodge P.O. Box 1656, Beaver Utah 84713

Fax (435) 438-5626 or E-Mail - bristleconecabins@yahoo.com

Please complete following information:

Responsible Party: _____

Address: _____

Phone: () _____ Fax: _____ Email: _____

Rental Dates: Date In: _____ Date Out: _____

Number of People in Party _____

Drivers License # _____ State _____ Expiration Date _____

Color Copy of current Drivers License with photo I.D.

Items needed to finalize Reservations:

1. 50% deposit of gross amount due
2. \$500.00 Security deposit
3. Signed and dated Rental Agreement
4. We will continue to market the property for rent until receipt of your deposit. Upon our deposit of your initial check or Payment confirmation, your contract with us is bound. If for any reason the property has already been rented to another party when we receive your check, we will promptly return your check to you, or reschedule.

BALANCE OF PAYMENT: The balance of the rent is due THIRTY (30) days prior to arrival date.

CANCELLATION POLICY: Cancellations prior to 30 days from check in date will be refunded less \$200.00 cancellation fee. Cancellations made THIRTY (30) days or less from check-in date will result in forfeiture of all money.

_____ Date _____
Responsible Party – Signature

Print Signature

3 of 5 pages

continue... 4 of 5 pages

Hot Tub Waiver

The undersigned tenant acknowledges that by reserving the hot tub room of Bristlecone Cabins, he/she has received and reviewed the rules and policies concerning the use of this facility. The undersigned is fully aware that the hot tub and surrounding patio/deck can be dangerous, and that injury is likely to occur to anyone who is not careful. Tenants must observe and adhere to all rules and policies as posted in the hot tub/spa room. With full knowledge of the above facts and warnings, the undersigned accepts and assumes all risks involved in or related to the use of the hot tub and deck/patio areas. Tenant agrees to release, discharge, and hold harmless, Bristlecone Brian Head LC/Owner from any/all liability, accident, loss, damage, injury, or illness resulting from the use of this facility.

_____ Date _____
Responsible Party – Signature

Print Signature

4 of 5 pages

----- SPA RULES -----

1. No one under the age of 12 allowed in the spa
2. Anyone 12 to 18 years of age must have an adult with them at all times while using the spa
3. NO SPLASHING of any kind, this is not a swimming pool, you will be responsible for any water damage due to splashing or flooding outside of the spa
4. No more than 7 people in the spa at any given time
5. Spa cover must be in place with straps locked into place when spa is not in use
6. Spa door to be locked at all times spa is not in use
7. Spa to be returned to "Economy" Mode after use-(please refer to spa instructions)
8. NO FOOD allowed while sitting in the spa
9. NO RUNNING OR HORSEPLAY on spa decks or floor. This spa room is intended to be used for relaxation only, if you have the urge to become rowdy... take it elsewhere!
10. Bristlecone Brian Head LC assumes no liability for any accident, injury, or illness resulting from use of this spa-Use at your own risk.