

SHORT TERM RENTAL AGREEMENT RULES AND REGULATIONS

**NewPark Resort - Suite 213
1456 NewPark Blvd.
Park City, Utah 84098**

1. ARRIVAL time is 4:00 pm. DEPARTURE time is 10:00 am. If the condominium is ready before agreed upon arrival time, you may be allowed to check in early. You must call ahead to make sure the condominium is ready. **Do not enter the unit early without permission.** Because we need ample time to prepare the condominium for the next guest, **late check-outs are not permitted unless arrangements have been made with the owner.** Renter will be charged at a rate of \$50 for each hour past agreed upon check-out time. Also, we ask that if you plan to leave prior to your scheduled departure date, that you notify us by phone at 801-942-8761 or by e-mail at tim.daily@comcast.net.
2. This is a **NON-SMOKING** unit. **Smoking is not permitted inside the property. Smoking is also not permitted on any decks or anywhere within the building.** If it is determined that smoking did occur within this non-smoking property, actual damages, but not less than \$150 will be charged to cover the cost of smoke removal and any other damages.
3. **PETS are not permitted** in rental units under any conditions. An additional fee will be charged for cleaning if it is determined that an undeclared pet was brought into the building and immediate check-out will be required with no refund of rents paid.
4. **USE RESTRICTIONS** - Property is not to be used for parties or gatherings beyond the registered number of guests. Rental of this property is limited to use by family and friend groups. Use of the premises by fraternities, sororities or unrelated groups under 25 years of age is strictly prohibited. Misrepresentation will result in the renter being asked to vacate the property immediately without refund of any deposits or rents.
5. The person signing the contract must be present during the rental period.
6. **ARRIVAL CONDITION** – The condominium is inspected for cleanliness before your arrival. Please report anything that is not in acceptable condition within one hour of your arrival. Anything not reported in that time frame will be deemed acceptable.
7. **The following CONDITIONS MUST BE MET**
Any conditions not met and not covered under the Security Deposit Protection Plan will be charged to the credit card on file. Fees for not meeting these conditions are in parenthesis ():
 - a. No items are missing and no damage is done to the condominium or its contents, beyond normal wear and tear. **(Actual damages)**
 - b. No costs are incurred due to collection of rents or services rendered during the stay. **(Actual damages)**
 - c. Dirty dishes are placed in the dishwasher and cleaned. **(\$30)**
 - d. All food is removed from the refrigerator and cabinets. **(\$30)** *Unopened, non-perishable, sealed food items and paper products may be left if so desired.*
 - e. All trash and debris are placed in trash receptacles. **(\$30)** *Please do not leave trash lying around the condominium.*
 - f. Beds that have been used are left unmade so that housekeeping can determine use. **(\$30)**
 - g. All used towels and washcloths are left on the bathroom floor. All resort pool towels must be returned to the pool area. **(\$30)**

- h. No linens are lost or damaged. **(Actual replacement cost)**
- i. Furniture is not moved. **(\$30)**
- j. Lock the front door when checking out. **(\$50)**
- k. Leave the **RED** key card and the ski locker key behind when checking-out **(\$75)**
- l. Hot tub not left discolored due to excessive use without showering. **(\$50)**
- m. The renter is evicted by the owner, representative of the owner, or the local law enforcement. **(\$500 and no refund of rent paid)**

8. CANCELLATIONS - NO REFUNDS will be given for cancellations made within thirty (30) days of arrival. In an attempt to mitigate monetary losses to renters due to unforeseen circumstances, it may be permitted to change a reserved rental period for another rental period (*with the same rate*) equal to or longer than the original booking with no penalty. Requests are individually based and no guarantees are made. Early departure does not warrant any refund of rent or deposit. Should there be a fire, flood, sale of the property or any other circumstance that would prevent the owner from renting the property, the owner reserves the right to cancel the reservation at any time. The renter's sole remedy for said cancellation is a full refund of all rent payments, cleaning fees and any security deposit paid. If such an event occurs after check-in, renter's sole remedy is a pro-rated refund.

9. MAXIMUM OCCUPANCY- The maximum number of guests is limited to **eight (8)** persons. If maximum occupancy is exceeded, you may be asked to vacate the property and forfeit any rental payments.

10. ASSIGNMENT OR SUBLETTING – Renter will not assign this agreement or sublet any portion of the property.

11. MINIMUM STAY – This property requires a **TWO (2) NIGHT MINIMUM STAY**. Longer **minimum stays** may be required during some rental periods.

12. INCLUSIVE FEES - Rates include a one-time linen-towel setup. The condominium will be furnished with an initial supply of paper towels, toilet paper, trash bags and dishwasher detergent. All additional sundry supplies are the responsibility of the renter. Other incidental sundries may be at the unit, but are not promised or guaranteed.

13. NO DAILY MAID SERVICE - Linens and bath towels are included in the unit but daily maid service is not included in the rental rate. Please contact us if you need any additional linens or towels.

14. MAINTENANCE AND DAMAGE - We strive to ensure that all facilities are in good repair and everything is in working order; however, there may be an occasion when an amenity is unavailable, is out of order, or breaks down during occupancy. We will do our best to make repairs or replacements, but if neither is reasonably possible due to time or availability of parts or service, we can not guarantee these items and will not make refunds based on malfunctions or circumstances beyond our control.

15. ENTRY AND INSPECTION – Owner/Manager will have the right to enter the premises:

- (a) in case of an emergency,
- (b) to make necessary or agreed repairs, alterations, improvements, supply necessary or agreed services, show the premises to prospective or actual buyers, tenants, workers or contractors,
- (c) when renter has abandoned or left the premises
- (d) when eviction is necessary due to breach of contract.

In the case of (b), entry may only be made during normal business hours and with prior notice to the renter.

16. **HOLIDAY/PARTY DECORATIONS** - Guests may decorate for special occasions at their own expense, but must remove and dispose of these decorations prior to departure.
17. **LOCKED CLOSETS** - Owners have locked closets for their personal possessions and extras for the rental. These closets are private and are not to be opened by tenants or guests under any circumstances.
18. **RATE CHANGES** – Until a signed rental agreement and advance deposit is received to reserve a rental period, rates are subject to change without notice.
19. **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.
20. **STORM POLICY/ROAD CONDITIONS** – No refunds will be given for storms. If your vacation is during the winter months, please come prepared to drive in snow and/or ice to reach the rental property. We do not refund due to road conditions.
21. _____ (initial) **HOT TUB – No Children under the age of 12 are permitted in the hot tub without direct adult supervision. PLEASE SHOWER before using the hot tub.** Excess body oils and lotions can cause the water to become cloudy, foamy, and/or discolored and decrease the filter efficiency. If hot tub is left discolored due to excessive use without showering, a fee of \$50 will be charged. When using the hot tub, remember that there is certain health risks associated with using hot tubs. Use at your own risk. This hot tub is drained, refilled and chemicals replenished after every check-out. Hot tub covers are for insulation purposes and are not designed to support a person or persons. Do not stand or climb on the hot tub cover. When not using the hot tub, please leave the cover on so hot tub will stay warm.
22. **INDEMNIFICATION** - Owners are not responsible for any accidents, injuries or illness that occur while on the premises or its facilities unless such damage is the legal result of negligence or willful misconduct by the owner. Owners are not responsible for the loss of personal belongings or valuables of the renter or their guests. By accepting this reservation, it is agreed that all renters/guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise. Renter shall indemnify and hold harmless the property owner or representatives of the property owner from all damages, injuries, claims, costs and expenses related to acts, events or omissions occurring in, on or about the property, or arising out of or in any way related to renter's use or occupancy of the property, renter's breach of any term of this Lease, or any work, activity or thing done, permitted or suffered by renter in, on or about the property.
23. **NO ILLEGAL ACTS** - Renter will comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities regarding the use of the property. **The rental property shall be treated with respect and consideration.** Please be aware that some neighbors to this condominium are renters and some are permanent residents. We ask that the peace and privacy of any of the neighbors to this condominium be respected at all times. **Any violations of the above stated policy could result in eviction from the premises without notice and without refund of any deposits or rents.**
24. **WAIVER** – Failure of owner to enforce any provision of this agreement will not be deemed a waiver.
25. **LEGAL** - This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. In any action or proceeding involving a dispute between owner

and renter arising from this agreement, the prevailing party will be entitled to reasonable attorney fees and costs incurred.

26. ENTIRE AGREEMENT – The foregoing constitutes the entire agreement between the parties and may be modified only in writing and signed by all parties. Each section, subsection or paragraph of this Agreement shall be deemed severable. If for any reason any portion of this Agreement is unenforceable, that portion shall not affect the applicability or validity of any other portion of this Agreement. This agreement and any modifications, including photocopies or facsimiles, may be signed in one or more counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same instrument. If there is more than one renter, all renters are jointly and severally liable under this rental agreement.

By Signing Below, I agree to all terms and conditions of this agreement and acknowledge receipt of a copy of this agreement.

RENTER INFORMATION:

Name: _____ Date: _____

Address: _____

City: _____ State: _____ ZIP: _____

Telephone: Home: _____ Cell: _____

Email Address: _____