

Pine Valley Lodge Rental Agreement
Rental Agreement (010317)

Arrival Date:

PLEASE READ CAREFULLY, FILL OUT, INITIAL EACH PAGE, SIGN AND RETURN AS A PDF TO:
ThePineValleyLodge@gmail.com

TERMS & CONDITIONS

This license agreement is between you, the Licensee of rental property, hereafter referred to as Guest(s) and, Pine Valley Lodge, the Owner, hereafter referred to as PVL.

A. Guest Information (please complete)

_____ (Guest) agrees as follows:
Guest Full Name

Mailing Address

Email Address

_____ Cell Phone Number Home Phone Number

B. Property

Guest rents, for vacation purposes, the furnished property and improvements at:
Pine Valley Lodge, 960 East Main Street, Pine Valley, Utah 84781

C. Arrival & Departure (please complete)

Arrival Date: _____

Departure Date: _____

Check in time is 4pm. Check out time is 11am. (Unless special arrangements have been made.)

D. Number of Guest (please complete)

Adults: _____

Children: _____

E. Payments

Guest agrees to payments as indicated on VRBO payment site including cleaning fee, taxes and \$500 refundable damage deposit and VRBO Service Fees. The reservation fee is 25% of the Rent, Cleaning, Tax, Damage Deposit and service charges. The 25% Reservation Fee is NON REFUNDABLE.

When booking online, guests must indicate that they have read and agree to the terms in this agreement. Once the online payment for the reservation fee is submitted and accepted, the reservation is confirmed and the 25% reservation fee becomes NON REFUNDABLE. The guest should then print out, sign and return the agreement within 48 hours to complete the reservation process. Please note: If you choose another method of reserving your stay (via phone, email, etc.) the reservation will not be confirmed until we receive your Reservation Fee and your signed & initialed agreement. Changes in reservation dates may affect the total cost for the rental.

1. LICENSE

- In consideration of the moneys paid and promises contained herein, PVL does hereby grant to Guest, the license to use those premises described above for the period described above.
- Guest acknowledges that he/she is occupying the premises only as a licensee of PVL, and that this agreement does not create a landlord-tenant relationship or any other interest in the PVL property.

2. RESERVATIONS

- The following steps must take place before the reservation is confirmed: 1) the guest must verify that they agree to the terms and conditions, 2) the guest must pay the reservation fee and 3) the owner must accept the reservation.
- The Reservation Fee will be automatically billed to Guest at the time of reservation creation.
- The Balance Due will be billed to Guest 60 days prior to check-in, or on the reservation creation date if reservation is made within 60 days of arrival. If Guest would like to use a different method of payment for the Balance Due, Guest must notify PVL prior to Balance Due Date.
- If guest requests to use a different method of payment after Balance Due Date, guest will incur a 4% processing fee that will be added to the new payment.
- All reservations must be paid in full prior to disbursement of check-in information. Any reservation that is not confirmed as described above will be automatically canceled.

3. PAYMENTS

- Payments may be made via HomeAway Payments (VRBO) using Visa, MasterCard, Discover card or eCheck.
- First payment of 25% of the Rent, Cleaning, Tax, Damage Deposit and Service Charges (the Reservation Fee), is due at the time they have accepted this agreement. Once paid, the reservation fee is NONREFUNDABLE.
- Second payment includes the balance of net rent, cleaning fee, tax and damage deposit. It is due 60 days prior to arrival. If second payment is not received by the applicable payment due date, PVL may terminate this agreement and refund to Guest all payments except the reservation fee and applicable transaction fees.
- Payments by eCheck must be received 60 days prior to check-in date.
- There is a \$25 charge for returned checks. PVL does not redeposit returned checks; they must be replaced with a credit card.

4. REFUNDABLE DAMAGE DEPOSIT

- The damage deposit is fully refundable within 21 days of departure, providing the following provisions are met.
 - Property is not damaged beyond normal wear and tear
 - Property is in a reasonably clean condition on departure
 - All keys, remote controls, etc. are left at the property
 - Buildings are locked and windows are closed
 - No items are damaged or lost.
 - The BBQ is cleaned and left in the same condition as it was found
- The credit card provided for Guest's reservation will be charged for all damage or loss totally more than the damage deposit.
- PVL has a thorough inspection policy to ensure the rental units are in good condition and that Guest will not be inadvertently held responsible for missing or broken items. Please assist PVL by reporting any missing or broken items to our office within 24 hours of arrival.

5. CANCELLATION

- Guest may cancel a reservation at any time by notifying PVL in writing or via e-mail.
- If Guest's cancellation notice is received 60 days or more prior to check-in date, Guest will receive a full refund of any payments made, less the Reservation Fee which is twenty-five percent (25%) of the total rental amount including cleaning, tax, damage waiver and service fees.
- If Guest's cancellation notice is received less than 60 days prior to check-in date the full rental amount and any VRBO service fees, plus 25% of the cleaning fees, taxes and damage deposit fees will become NONREFUNDABLE as a cancellation fee. We will refund 75% of the cleaning fees, taxes, and damage deposit fees in the event of a cancellation less than 60 days prior to check-in date.
- We highly recommend that you purchase travel insurance from AAA or online. A helpful resource is www.insuremytrip.com. This website lists the top 27 Travel Insurance Companies and 21 of them have a 4.5 star rating (out of 5 stars). Two specific companies to consider are TraveGuard and CSA. You can call the companies directly or book through insuremytrip.com.

6. RULES & REGULATIONS

- Guest agrees to comply with all rules and regulations listed in this rental agreement, posted on the property or delivered to the Guest. Failure to observe the rules and regulations is grounds for immediate termination of the Guest License Agreement without refund.
- Guest understands that premises are located in a quiet area. There is to be no loud music or loud talking on balconies, decks, patios, or in common areas. Please be very considerate of the serenity of the area and other guests.
- Always follow posted rules. Quiet hours are observed from 10:00pm to 8:00am
- All properties are NON-SMOKING units. Guest will be held financially responsible should smoking take place in the premises during Guest's stay including, but not limited to, additional cleaning and deodorizing expenses for carpet, drapery, and upholstery and all other costs associated with returning the unit to a non-smoking condition. This applies to the use of cigarettes, cigars, pipes, incense and any other use of the like. There are no exceptions. There is NO smoking on balconies, patios. If you must smoke, please go to the outside grounds.

7. CHECK-IN and CHECK-OUT TIMES

- Check-in is after 4:00 PM. Checkout is no later than 11:00 AM.
- All checkouts later than 11:00 AM that are not pre-approved by PVL are subject to a late departure fee equivalent to one night's rent.
- PVL cannot guarantee earlier check-in times or later checkout times, but we will do our best to accommodate individual requests.

8. MAINTENANCE

- Every effort is made to have the properties clean and all equipment in good working order. Even the newest or best-maintained equipment occasionally malfunctions. Refunds will not be issued due to a malfunction in equipment.
- Any problems should be reported immediately to our office at the Brandin' Iron Steakhouse 435-574-0440 so we can make arrangements to resolve them. Repairs are corrected in as timely a manner as possible.
- PVL reserves the right, if necessary, for maintenance staff to enter the premises during business hours for repair, care, or management of the property; PVL will make every effort not to disrupt your vacation.

9. KEYS

- Guest should check in across the street at the Brandin' Iron Steakhouse between 4:00pm and 5:00pm. If arriving after 5:00pm, Guest must notify us at least one week prior to arrival so we can provide a code and instructions for obtaining the keys from a lock-box.
- At check out, Guest must return one set of keys to the lock-box and leave additional set(s) inside the unit. If keys are not returned as directed, a locksmith fee of \$50.00 per key up to \$300.00 will be deducted from the damage refund or charged to the credit card provided for Guest's reservation to install new locks to maintain security of Owner's property.

10. ACCOMMODATIONS

- The Lodge is fully furnished for normal housekeeping in "turn-key" condition. The kitchen is equipped with dishes, cookware, flatware, glasses, and basic appliances. Additionally, all linens, including sheets, blankets, and towels are furnished. Basic toiletries including shampoo and soap are provided.

11. PARKING

- Guest must park in designated spaces only.

12. CLEANING

- Guest shall keep and maintain the premises in a clean and sanitary condition at all times.
- If Guest uses the gas barbecue grill, Guest agrees to clean grill with wire brush when finished cooking each meal. When using the briquette grills, please cool and dispose of the coals and clean the grilling surface.
- Upon termination of the agreement, Guest shall surrender the premises to PVL in generally the same condition as when received, excepting light cleaning and laundry. Please review and complete the check out instructions before departure.
- Additional housekeeping service is available on a weekly basis for multi-week reservations. Please inquire for pricing.

13. PETS

- Guest shall not keep or permit any animal inside of the buildings. Pets are allowed outside, but guest is responsible for cleaning up after the pets and responsible for any damages caused by pets.
- Any additional cleaning or repair required due to pets will be deducted from the damage refund, or charged to Guest's credit card on the reservation.
- If there are complaints regarding excessive noise or nuisances caused by pet, Guest will be asked to vacate the property immediately with no refund.

14. LOST AND FOUND

- PVL cannot be held responsible for items left at the property. Please double-check your rental for personal items prior to departure.

15. TERMINATION OF RENTAL

- PVL reserves the right to refuse or discontinue Rental License Agreement if in its opinion the Guest is detrimental to the property. Any violation of the above mentioned policies will result in immediate eviction with loss of entire rental amount.

16. CREDIT CARD

- Guest will provide his/her credit card number as a guarantee and for the purposes described above.
- Guest expressly accepts the terms of this Rental License Agreement and understands that Guest's credit card may be charged in compliance with the terms of this agreement. Guest further agrees that credit card charges that comply with the terms of this agreement are final.

17. WAIVER, INDEMNITY, AND RELEASE OF LIABILITY

- Guest agrees that he/she is solely responsible for any property damage, accident or personal injury, or loss sustained by Guest, and others in Guest's party, arising out of Guest's occupancy of the premises, unless caused by the sole negligence of PVL.
- Guest agrees to be familiar with appliances located on the premises, and to use all furnishings in a safe and reasonable manner.
- Additional equipment may be available for Guest's use such as (horseshoes, volleyball, fire equipment, etc). By signing this agreement, Guest understands the nature of using the Equipment and that use of the Equipment involves risks of serious bodily injury, including permanent disability, paralysis, and death.
- Guest agrees to supervise and be responsible for use of Equipment by any persons under the age of 18.
- Guest further agrees to indemnify and hold PVL and its employees, representatives, and if applicable any other group, harmless from any claims arising from Guest use of the premises and or Equipment, including risk of injury and death to Guest and others from all recreational activities of Guest while occupying the premises.

18. FACSIMILE/ORIGINAL

- A facsimile signed copy of this Agreement shall have the same force and effect as the original.

19. DISPUTES

- In the event of any legal dispute concerning this agreement, the prevailing party shall be reimbursed by the losing party for all reasonable fees and costs for the legal services involved. This paragraph shall survive this contract.

20. AGREEMENT

- Guest certifies that he/she has read and agrees to the terms of this agreement signing below, is authorizing all rental charges due and any outstanding charges remaining after departure to be charged to the credit card on the reservation.

Guest Name (print)

Date

Guest Signature

Reservation ID Number

BILLING INFORMATION (if not already provided):

___ Visa ___ MC ___ Discover

Credit Card #: _____

Expiration date: _____ Security Code: _____

Pine Valley Lodge

Phone: 435-773-8200

Email: ThePineValleyLodge@gmail.com

Website: www.LodgeAtPineValley.com

VRBO # 669954

Mailing Address:

Pine Valley Lodge

C/O Kevin Lewis

240 N. Red Rock Dr.

Washington, UT 84780