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Spinnaker Point Reservations Policies/Rental Agreement

GUEST INFORMATION: Name: _____ (Guest) Rental Property: _____ Check-in: _____ Check-out _____ Price: _____ (including taxes) Other Info: _____ _____ _____	SECURITY DEPOSIT: <input type="checkbox"/> Credit Card <input type="checkbox"/> \$500 check/cash If Credit Card is checked: Name on CC: _____ CC# _____ CC Exp: _____ CC CSV: _____
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*****The guest listed above is responsible for the entire party*****

Be sure to read over these terms and conditions of this Let's Get Away Properties, LLC ("LGAP") Reservation Policies/Rental Agreement ("Agreement") and make sure that everyone in your party is aware of them. The contracted renter signing below ("Guest") assumes responsibility for compliance with the terms and conditions stated herein, and with other policies and procedures provided to Guest by LGAP, and for all acts and omissions of the entire party using the rented premises ("Premises") during the rental period.

Rental Acknowledgement: Guest acknowledges and understands that he/she is a licensee of the owner of the Premises ("Owner") and not a tenant; and that he/she is not acquiring any interest in the Premises. It is understood that the Premises is privately owned, including the furnishings, LGAP reserves the right to refuse service to anyone. LGAP is acting as an authorized agent for the Owner(s) of the property. Any disputes would be between the Guest and the owner(s).

Check In/Check Out: Guest understands and agrees that check in time is after 4:00 pm. Every attempt is made to have the Premises prepared for check in at that time, but access to the Premises is given only after the Premises has been inspected and cleaned. Due to last minute bookings and the frequency in which our customers choose to extend their stay, LGAP cannot commit to allowing an early check-in. Please feel free to check with us on the day of your arrival and we will be happy to accommodate you if the Premises are ready. Check out time is no later than 10:00 am. There may be certain times when we may allow an exception, but prior arrangements must be made. An additional night stay will be charged for late checkouts.

Guest understands that no refunds will be given if Guest depart the Premises early or otherwise shortens his/her stay.

Pets: There is a strict no pet policy in or on the Premises! Disregarding this policy will result in an additional fee, eviction or other actions. Out of respect for the Owner and those with allergies, we cannot make an exception no matter how small or well behaved the pet. If evidence of a pet is discovered, Guest will be responsible for the costs of fumigating and deep cleaning the Premises for fleas, cleaning and repair of any damaged property. This charge will be at least \$500 depending on the damages.

Minimum Age Requirement: Guest must be of "Legal and responsible age" to rent the Premises. We will not rent to anyone under 21 years old. (Of course, teenagers and children are welcome to stay with a supervising adult Guest). Guest must remain with the rental party using the Premises during Guest's rental period.

Use of the Premises and Indemnification: Guest understands that he or she is solely responsible for any damages, injuries, claims, losses, or other harms of any sort, known or unknown, foreseen or unforeseen, to any person or property, relating to or arising from the use of the Premises by Guest or any other person in Guest's party using the Premises during

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Guest's rental period. Guest shall inspect and be familiar with proper use and application of all appliances and other items of personal property in the Premises prior to using them. Guest hereby agrees to INDEMNIFY and hold harmless the Owner, its members, officers, employees, and agents, and LGAP, its owners, officers, employees, and agents, from any and all damages, injuries, claims, or other harm of any sort, including but not limited to claims asserted by the applicable homeowners association or other third parties, relating to or arising from the use of any of the common areas associated with Premises by Guest or any other person in Guest's party using the Premises during the Guest's rental period.

Guest agrees to use the Premises in a manner that does not disturb or offend neighbors or other residents. The Premises has been designed for individual and family use only. In the event use of the Property by Guest or his or her party results in a nuisance or disturbance, Guest and his or her Party will be asked to leave immediately without refund. This policy is enforced without exceptions. House Parties are not allowed under any circumstances. If the Premises are booked for a house party without LGAP's knowledge, Guest's rental period will be terminated immediately without a refund and an immediate \$500 fine will be charged.

Guest's party is not allowed to park Campers, RV's, Travel Trailers, or Motor Homes on the Premises without prior permission. Should LGAP find a violation to this policy, Guest's rental period will be terminated immediately without a refund. There are several RV Parks in town to accommodate those wishing to stay in their RV, Motor Home, Travel Trailer or Camper. If you would like more information about RV Parks please let us know.

Guest shall not move or rearrange the furniture or contents of the Premises.

Smoking: We have a strict no smoking policy in the Premises or on any common areas associated with the Premises! Smoking includes, but is not limited to, cigarettes, e-cigs, marijuana, cigars, and pipes. Any remnant or evidence of smoking discovered on the property will immediately result in a \$500 fine. If you see anyone renting other units and violating this section, please call and notify us immediately.

Alcoholic Beverages/Illegal Drugs: Consumption of alcoholic beverages in rental units is limited to persons of legal age. Guest understands that excessive drinking of alcohol or intoxication is prohibited. The use of any and all illegal drugs is strictly prohibited at any and all times on the property or during your stay. (Violations of this policy will result in Guest being required to immediately vacate the premises without refund).

Damage/Theft: Guest agrees to leave the Premises in the same condition as he or she found them, in a generally clean, undamaged condition. Guest agrees to be fully responsible for all damages to the Premises, common areas associated with the Premises, regardless of whether such damage was intentional or accidental, caused by Guest or any other person in Guest's party using the Premises during Guest's rental period. Guest hereby authorizes the credit card on file to be charged for the cost of repairing or remediating any damages described in this paragraph.

Guest agrees to notify LGAP immediately of any damage or problems on the premises. Guest will be responsible for damage caused by unreported problems.

Guest also authorizes LGAP to charge any expenses related to intentional or reckless damage, cleaning of the unit beyond normal wear and tear, or related to theft. If at any time the housekeeping crew is required to clean up an unexplainable mess, Guest will be charged a double cleaning fee. Missing or damaged items from the Premises will be replaced at current retail value plus a minimum \$100 service fee charged to the Guest.

Fires: No fire pits shall be constructed on property. If Guest adds a fire-pit to the Premises or any of the common areas associated with the Premises, Guest will be in violation of this Rental Agreement and will be required to vacate the Premises without refund and pay charges of at least \$50 to dismantle the fire pit. The indemnification provisions of this Agreement are applicable to damages or injuries arising from the use of fires on the Premises or any common areas associated with the Premises.

Garbage Removal: All garbage must be bagged in trash bags provided and taken to the dumpster prior to departure. Failure to remove all garbage from the premises will result in assessment of additional charges of at least \$20 or more depending on amount of garbage left behind.

Right of Entry: LGAP reserves the right to enter the Premises at any time to investigate disturbances, check occupancy, check damages, and make repairs as LGAP deems necessary. LGAP will attempt to notify Guest when service/repair entry is to take place.

Payment: A deposit of 50% of total balance is required at the time of reservation. The remaining 50% is due 14 days prior to your arrival date.

Cancellation Policy: If cancellation happens before 30 days of the reservation start date, LGAP will refund the full deposit. If cancellation takes place between 30 and 14 days prior to arrival then the entire deposit (50%) shall be forfeited. If the unit is re-rented, then LGAP will issue a full refund. Cancellations less than 14 days will be charged for the full rental amount.

Damage Deposit: Guest has two options for a damage deposit (1) leave a credit card on file as a security deposit for any damage to the property or its contents. Or (2) pay \$500 in cash/check as a refundable security deposit.

Guest agrees the credit card on file or security deposit cash/check may be used to pay for any damages to the Premises, its furnishings and equipment, during the Guest's rental for damages by another means. Should a dispute arise regarding payment of any damages or any indemnification as provided for in this Agreement, the prevailing party shall pay any and all costs associated with such dispute, including, but not limited to, reasonable attorney fees and other court costs.

LGAP does not want to charge your credit card for additional charges. However, we must protect our homeowners. Please work with us to guarantee that the Premises are left in the same condition as when you arrive. Upon arrival, please report any damages, shortage of supplies, or housekeeping issues immediately. We can be contacted at (801) 599-7337.

Owner's Closet and Garage: If the Premises has a locked private Owner's closet and/or private garage that is not part of Guest's rental and Guest agrees not to disturb or tamper with the closet or garage.

Occupancy: Premises occupancy is to be limited to the maximum number allowed for that property. Occupancy numbers are established based on fire and safety codes. We do not charge based on number of occupants. The occupancy rate is there solely for safety reasons. If it is discovered that more than the maximum number of occupants allowed are "staying" on the Premises, additional individuals in Guest's party will be asked to leave immediately. If Guest, or the additional members of Guest's party, fail to comply, all members of Guest's party will be asked to vacate the Premises without a refund. (To clarify: "staying" and "visiting" the Premises are two separate things. A visitor does not count against the maximum occupancy and would be considered someone who is not staying overnight on the premises. Extra visitors are fine, although we ask you not to over crowd the Premises with visitors either).

Supplies: LGAP will provide Guest with a variety of complimentary and non-refillable items such as soap, dishwasher detergent, toilet paper, trash bags, and paper towels. The Premises is also supplied with linens and towels, as well as kitchenware and utensils. All linens, towels, kitchenware, and utensils are inventoried upon check-out. The Guest will be charged for any missing/damaged items. There are washers and dryers in the Premises. Feel free to use them to wash any linen's during your stay.

Fireworks: No firearms, firecrackers, fireworks or explosives of any kind are allowed to be discharged in or outside the Premises or any common areas associated with the Premises. Repairs to the Premises or common areas caused by the use of any of these items will be billed to the Guest.

Items Left in Unit: Please make sure you get all your personal items when leaving the Premises. If you leave something at the Premises, please call and notify us immediately and we will try to locate the item(s) for you. We cannot be responsible for any personal items left in the Premises. If you request us to ship any items left in the Premises, you will be responsible to pay for shipping and handling before items will be shipped.

Common Area Usage: As set forth above, Guest assume all risks associated with using the common areas associated with the Premises. Guest agrees that Guest and all other members of Guest's party using the Premises during Guest's rental period will comply with all Rules and Regulations regarding use of the common areas promulgated by LGAP. The indemnification provisions stated above apply to all damages or injuries of any sort, including claims assert by third parties, relating to or arising from use of any common areas by Guest or any other person in Guest's party using the Premises during Guest's rental period.

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Falsified Reservations: Any reservation obtained under false pretenses will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check-in.

Quiet Hours: Quiet hours are from 10PM to 7AM. This is a city ordinance and will be strictly enforced. If this policy is disregarded, the entire Guest party will be asked to leave the Premises immediately with no refund. If failure to follow this policy results in other parties renting any Units leaving and requesting a refund, Guest will be responsible for revenue lost and Guest's card will be charged.

Parking: Vehicles are to be parked in designated parking areas only. Each of the 3 units at Spinnaker Point has a garage and 6 parking stalls for use (three two-deep spaces). The grass area to the south does not belong to the units so please don't park on that space. Please be considerate of other guests and use only the spaces allocated. Improper parking is a big deal and improperly parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.

Storm Policy/Road Conditions: No refunds will be given for storms. No refunds will be given due to road conditions. During the winter months, we recommend, but do not require, 4-wheel drives vehicles to travel through Logan canyon. Driveway and parking areas will be plowed throughout the winter.

No Daily Maid Service: While linens and bath towels are included in the Premises, daily maid service is not included in the rental rate. However, this service is available at an additional charge if prearranged with LGAP. We suggest you bring your own beach towels. We do not permit towels or linens to be taken from the Premises.

Miscellaneous: This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. In the event that any one or more of the paragraphs, subparagraphs, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that invalidity or unenforceability shall not affect any other provisions of this Agreement and the Agreement shall continue in force and effect and shall be construed as if the invalid or unenforceable paragraph, subparagraph, or provision had never been contained in this Agreement.

Privacy Statement: LGAP does not divulge Guest's personal information to any third party without the guest's expressed consent.

Signature of Guest

Date