

Big Horn River Cabins LLC - Rental Agreement

North/South cabin, Riverbend Angler Property, please complete and return all pages of the following Contract. The property is privately owned, operated and managed. Please take the time to be sure you understand what we provide and what we'll expect from you, and what you can expect from us. Please treat the cabin as you would expect your own home to be treated, and have a terrific vacation! Thank you. Big Horn River Cabins, LLC, by Dietmar Schott & Joda Wolfe, Managers.

BIG HORN RIVER CABINS LLC - RENTAL AGREEMENT

PLEASE SIGN AND RETURN WITH YOUR PAYMENT

Renter's Name: _____.

Renter's Home Address: (Include City, State, Zip) *(please complete all blanks below)*

Renter's Home Phone (Req); Personal Contact Information (Req);
E-Mail Address: (opt)

Phone: _____ Cell Phone: _____; EMAIL: _____

DATE IN:

DATE OUT:

Number of Adults ____ + Number of Children: _____ = Total: _____

NO More than a total 12 occupants are allowed to sleep in this property.

Please Note:

The person who takes responsibility for the rental and signs this contract must be the same person who issues the Initial Deposit of \$300. Also, the person signing this agreement must be an occupant of the home during the rental period and be 21 years of age or older.

Renter Signature _____ DATE _____

Owner's acceptance of this Agreement is evidenced by deposit of Renter's Deposit Check.

PLEASE MAIL OR FAX THIS FORM BACK (see # 17 below for address/fax#)

Renter's Initials: _____ Page 1 of 5

Big Horn River Cabins LLC - Rental Agreement

AGREEMENT: Big Horn River Cabins, LLC (“Owner”), and the person signing above as Renter (“Renter”) agree as follows: above Renter is an adult at least 21 years old and will be an occupant of the unit during the entire reserved period. Other occupants will be family members, friends or responsible adults.

1. PAYMENT SCHEDULE:

- a. RENTAL RATE \$ (For the time period shown below)
- b. + Damage Deposit: \$ 500.00 (Returned 72 hrs. after Check-out)
- c. + MT Tax at 7% \$ (Base Rental Rate * 7%)
- d. = Total Amount Due \$
- e. - To Book: \$300 Dep.\$ (300.00)
- f. - 45 day, 2nd. Dep.: \$() (1/2 of Rental Rate)
- g. = **Balance Due:** \$ _____ (**DUE 30 DAYS BEFORE ARRIVAL**)

(CHECK HERE, IF YOU WILL HAVE A PET WITH YOU)

2. DATES OF STAY: The duration of stay per this Contract is from:

Date of Check-in:

Date of Check-out:

- 3. **PETS:** Pets are not allowed at any time without the express written consent of the Owner! There are NO exceptions to this policy.
- 4. **CANCELLATION:** Once Owner accepts a reservation, the Cabin is taken off the market, and any other potential rental is then impossible. Because of this fact, we cannot accept cancellations – you will forfeit all sums paid unless Owner is able to re-rent the property to another tenant for the same period. Owner will use reasonable efforts to re-rent, but there are no guarantees. If Owner is able to re-rent the property, you will be provided a refund to the extent full rent is received from the new tenant. Your booking is not confirmed until the Deposit is received. If the amount shown as due 45 days prior to your stay is not received by that date, the reservation will be terminated, and Owner will attempt to re-rent for that time period – if we receive a new rental prior to the receipt of your payment that is due 45 days prior to your stay, we will re-rent to the other party, and your Deposit will be returned in accordance with the cancellation provisions shown above. The same applies to the payment due 30 days in advance – if we do not receive your final payment, including the cleaning fee and \$500 damage deposit by that date, your reservation will be terminated, and if we receive a new rental prior to the receipt of your final payment as shown above, we will re-rent to the other party, and your prior payments will be returned in accordance with the cancellation provisions shown above.
- 5. **CHECK IN:** Check in time is 3:00 PM unless noted otherwise above. Early Check-in times are allowed only if the property is cleaned and ready for occupancy and prior approval is given. The cabin is locked with an electronic lock and the code that you

Big Horn River Cabins LLC - Rental Agreement

have specified will be keyed into the front door lock. The entry code WILL NOT be keyed in if a balance is owed or if the Owner has not received a signed rental agreement. Fax signatures are acceptable.

6. **CHECK OUT:** Check out time is 10:00 am, SHARP. Please be considerate and remember that it takes 5 hours to clean and turn around the unit for the next occupants, who could be waiting outside to get into the unit. Owner is charged a \$75 expedite cleaning fee if you are not out by 10:00 a.m., so your deposit will be charged \$75 for a late check-out.
7. **DEPOSIT:** Your deposit will be promptly returned to you after it is determined that the unit has not been damaged nor are any items missing. **The Deposit does not limit your liability for damage to the Deposit amount.** If the Property is damaged or soiled (i.e., red wine stains on the couch) beyond normal wear and tear, you will be responsible for all costs and expenses incurred for the repair of the damage by qualified and licensed contractors. Any excessive cleaning costs incurred due to dirt, spills, and use of the Property beyond the normal use will likely be deducted from the Deposit. Unless there is damage for which the cost of repair needs to be determined, the Deposit will be returned within 72 hours of your departure. Your Deposit check will be cashed, and you will obtain a refund with an Owner's check.
8. **TELEPHONES:** You must use credit cards, calling cards or call collect when making long distance telephone calls. There is no charge for local calls. Cell phones currently do not work at the Property.
9. **WHAT WE SUPPLY:** The property is equipped and set up as a fully furnished property that will include bedspreads, linens, blankets, pillows, towels, as well as a fully equipped kitchen, TV, furnishings, and BBQ grill. Although we made every effort to anticipate most people's needs, WE MAY NOT HAVE ALL THE ITEMS YOU MAY BE ACCUSTOMED TO HAVING AT YOUR OWN HOME. If there is a special type of item you are accustomed to using such as a special type of cooking utensil, etc. please provide for those items by bringing them with you.
10. **WHAT YOU SHOULD BRING OR BUY:** Although the bathroom will be stocked, you might want to bring with you personal items such as bath soap, shampoo, or any other personal toiletries. We also supply two rolls of toilet paper for each bathroom. While we make every attempt to have items such as paper towels, dish soap, cooking spices, salt, pepper, trash bags, and other non-perishable items; it is possible these items were completely used by the last renter. We do not supply unlimited quantities of these items, they are your responsibility. Generally, the kitchen has some basic staples the Owner or a prior renter left at the unit and the cleaners did not throw out. **We are not responsible for food or drink related items found in the unit when you arrive.** To be responsible for these items would require us to throw out everything related to edible items after every renter, and we have discovered that by far, most renters DO NOT want to have to go shopping and purchase all food staples when they are on vacation. So please use common sense. If anything looks unfit, don't eat it and toss it. **If you have any problems with this, please do not use anything that you have not personally purchased yourself and purchase all your own foodstuffs.**

Big Horn River Cabins LLC - Rental Agreement

11. **SLEEPING CAPACITY/DISTURBANCES:** Guests and all other occupants will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following:
- Occupancy exceeding the sleeping capacity shown on this contract.
 - Using the premises for any illegal activity including, but not limited to, the use of illegal substances, and/or the possession, serving or consumption of alcoholic beverages by or to persons less than 21 years of age.
 - Causing damage to the premises rented or to any of the neighboring properties.
 - Any other acts which interferes with neighbors' quiet enjoyment of their property.

Should you require the police or any emergency services to come to our address, please also notify the owners at **(858) 583-8468** at your earliest convenience so we may have knowledge of the circumstances requiring these services.

12. **HOLD HARMLESS / LIABILITY:** Owner is not liable for the loss, damage or injury to persons or their personal property. Owner is not liable for any inconvenience arising from any temporary defects or stoppage in supply of water, electricity or plumbing. Owner is not liable for any loss or damage caused by weather conditions, lack of sun, too much sun, cloudy conditions, natural disasters, acts of God, War, or other reasons beyond the Owner's control.

Owner is not responsible for the safety of Renter or any guests during any of the following activities: fishing or swimming in the Big Horn River, the canal, or anywhere else; hiking, walking, running or exploring any area of the Property; driving to and from the Property. The property is in its natural condition which includes hazards including but not limited to drainage areas, holes, pits, vegetation, wild animals, cold weather and other natural hazards.

Should any unforeseen issue arise that is of concern for the Renter's safety, or the Renter's inability to remain in the property because of broken utilities, Owner must be contacted and each situation will be dealt with on an individual bases. Owner will not pay for alternate lodging should unforeseen issues arise that prevent the Renter from staying at the property.

13. **OWNER'S CABINETTS:** You will notice that certain cabinets or closets are locked. They do not contain valuables, but contain items necessary to maintain the property that are inconvenient to carry back and forth, especially with a short period of time between rentals to make necessary repairs and maintain the Property. The locked cabinets are not to be opened.

14. **RELEASE OF LIABILITY - VENUE:** The undersigned Renter, for themselves, their heirs, executors, and administrators, fully releases and discharges Owner from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the undersigned, or any of Renters guests as a result of, or in connection with the occupancy of the premises and agrees to hold Owner free and harmless of any claim or suit arising thereof. Legal venue and jurisdiction for any and all legal actions in regards to this Agreement shall be in the County of Big Horn, State of Montana. Montana law shall apply to any legal actions pertaining to this contract and the use of the Property.

Big Horn River Cabins LLC - Rental Agreement

15. **PAYMENT BY CHECK:** All rental amounts are based on cash payments. There will be a \$50 service charge paid to the Owner for any NSF Check Fee. Please make checks payable to **Big Horn River Cabins, LLC**.
16. **MAILING ADDRESS:** This signed Agreement along with a **check**, should be mailed to Joda Wolfe, 622 Pacific View Drive, San Diego, Ca 92109. Contact Phone: Business (858) 583-8468; Mobile (858) 204-2098; Contact Fax: (858) 268-0337; Email: fishthebighorn@yahoo.com
17. **I AGREE TO THE TERMS OF THIS CONTRACT AND WILL BE BOUND BY THE CONTENT HEREIN.**

Renter Signature _____ DATE _____

Renter Printed Name: _____