



VACATION PROPERTY LICENSE AGREEMENT

All guests must comply with the following Terms and Conditions:

- 1. TERM:** check in time is 4:00 pm and check out time is 11:00 am. Please notify manager if you would like to check in early or late, manager will try to accommodate but there are no guarantees.
- 2. KEYS:** The keys will be left on kitchen table with front door unlocked upon guest arrival. Guest will leave key on table at checkout.
- 4. THERE IS NO LAND LINE OR ANY PHONE WHATSOEVER PROVIDED FOR GUEST.**
- 5. SMOKING:** Not allowed in or on premises.
- 6. PETS:** Are welcomed in all cabins, excluding "Moose Paddle". If pet is kept in this cabin without owner approval, there will be a \$200 professional cleaning charge. Pets must be kept on leash when not in cabin.
- 7. HOUSE RULES:** Guests agree to avoid disturbing any neighbors with respect to noise, odors, disposal of refuse, animals, parking and use of common areas. Visitors of Guests must comply with all terms and conditions stated in this agreement.
- 8. DAMAGE TO PREMISES OR MISSING PROPERTY:** All damages caused by guests or their visitors, shall be paid for by the guests. An inventory of items in the home is taken after every guest leaves, any items missing will be billed to guest. The credit card used for deposit will be used for payment of damages and/or missing property.
- 9. ENTRY AND INSPECTION:** owner or manager shall have the right to enter premises: a) in case of emergency, b) to make any necessary or agreed upon repairs, and c) when guest has abandoned or surrendered the premises.
- 10. INDEMNIFICATION:** owner shall not be liable for any damage or injury to guests, or any other person or to any property, occurring on the premises or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of owner, manager or employees. Guest agrees to hold owner or manager harmless from any

claims for damages, no matter how caused, except for injury or damages for which Owner is legally responsible. Guest's personal belongings are not covered by owner's insurance.

11. CANCELLATION POLICY: should Guest cancel prior to 60 days before occupancy, the balance of the deposit minus credit card charges, shall be returned. If cancellation occurs within 60 days of occupancy the deposit, payment and accommodations tax is non-refundable. If we are able to re-book the home for those dates then it any refund is at our discretion. However, there may be the opportunity to reschedule, subject to availability.

12. MOLD DISCLOSURE: There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth may be available from your county extension agent or health department. Certain strains of mold may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. Certain strains of mold may cause infections, particularly in individuals with suppressed immune systems. Some experts contend that certain strains of mold may cause serious and even life-threatening diseases. However, experts do not agree about the nature and extent of the health problems caused by mold or about the level of mold exposure that may cause health problems. The Centers for Disease Control and Prevention is studying the link between mold and serious health conditions. The seller, landlord, seller's agent, buyer's agent, or property manager cannot and does not represent or warrant the absence of mold. A seller, landlord, seller's agent, buyer's agent, or property manager who provides this mold disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation or treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of or propensity for mold in a building that is subject to any contract to purchase, rent, or lease.

ACKNOWLEDGMENT: The undersigned Buyer/Tenant, Buyer's Agent or Statutory Broker acknowledge receipt of this Disclosure, the test results (if available) and evidence of subsequent mitigation or treatment. They further acknowledge that the Seller, Landlord, Seller's Agent, Buyer's Agent, Statutory Broker and/or Property Manager, who have provided this Disclosure, are not liable for any action based on the presence of or propensity for mold in the property. The undersigned, Seller, Landlord, Seller's Agent and/or Property Manager disclose that they have knowledge that the building or buildings on the property have mold present in them. This disclosure is made in recognition that all inhabitable properties contain mold, as defined by the Montana Mold Disclosure Act (any mold, fungus, mildew or spores). The undersigned are not representing that a significant mold problem exists or does not exist on the property, as such a determination may only be made by a qualified inspector. If Seller/Landlord knows a building located on the property has been tested for mold, Seller/Landlord has previously provided or with this Disclosure provides the Buyer/Tenant a copy of the results of that test (if available) and evidence of any subsequent mitigation or treatment. This is copied and pasted from State of Montana. We know of no significant mold on this property beyond the fact there is mold on every property.

12. BAD WEATHER & OTHER NUISANCES: As you plan your trip to the mountains, please remember we do get rain, snow and some foggy days and occasional inconveniences which are out of our control. Please be patient if you encounter any inconvenience, we will be as responsive

as possible, and will certainly try to remedy those things that are in our control. Samples of inconveniences which are not in our control, and which do not warrant any refund of payment monies include:

- Breakdown of TV's, VCR/DVD's, or other appliances
- Construction taking place in the area
- A home not decorated or accommodated to your personal taste
- Bad weather (if your vacation is during the winter months, please come prepared to drive in the snow and ice to reach your unit)

13. DEPOSIT: Confirms the reservation at the time of the booking. This is applied to the stay. Every Vacation Home is professionally cleaned immediately following departure of Guest. If there is no damage to the unit, guest will not be charged additional cleaning/damage charges.

14. ATTORNEY'S FEES: If any legal action brought by either party to enforce the terms hereof or related to the demised premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney fees.

15. TRANSFER: The owner reserves the right to accommodate guest in a similar unit (all units are downtown) at the same charge to the guest.

16. WAIVER: No failure of an owner or manager to enforce any term hereof shall be deemed a waiver. The acceptance of payment by the owner shall not waive the right to enforce any term hereof.

17. ADDITIONAL TERMS AND CONDITIONS: It is understood this agreement is for a short-term vacation rental home. All lawn care and snow removal is provided. As this is a fully equipped home, there are no extra cleaning services provided unless specifically requested and paid for by the guest. If there is damage noted by guest upon arrival, guest is to notify the owner or manager immediately to arrange for repair. Prior to the guest arrival, for each stay period, the premises and inventory are thoroughly inspected. Any damage or missing inventory will be charged to the guest.

ENTIRE AGREEMENT: The foregoing constitutes the entire agreement between the parties. Modifications must be approved by Barbara Smith, must be in writing and signed by both parties. Non-compliance of any and/or all terms and conditions will result in tenant immediately vacating the home and forfeiting their entire deposit. Guests are encouraged to retain a copy of this agreement for their own records.

BY SIGNING "I AGREE TO THESE TERMS AND CONDITIONS" GUEST AGREEING TO ENTIRE AGREEMENT.

Guest: _____ Date: _____

Accepted by: _____ Date: _____

(Agent for owner)