

Rental Agreement

GUEST RENTAL AGREEMENT

Please return via e-mail, regular mail as soon as possible – Call for Fax Number

THIS RENTAL AGREEMENT (hereinafter "agreement") is entered into this day of _____ by _____ (hereinafter "Tenant") and Escape Cabins, LLC (hereinafter "Manager") to rent the premises under the terms listed. You must sign and return a copy of these rules within 3 business days for the reservation to be confirmed.

WHEREAS tenant desires to rent residential property located at : _____ (hereinafter the "premises") from Manager for the period of time between:

4:00 p.m. on _____ to 11 a.m. on _____ (Total Nights _____) and manager and property owner for whom manager manages the aforementioned property (hereinafter "Owner") desire to rent said property at said time, and manager and owner require that certain conditions as hereinafter set forth be met by Tenant as part of the consideration for said rental; and manager and tenant (hereinafter "Parties") desire to set forth their agreement in writing as described below for the rental of said property. Now, for and in consideration of the mutual covenants set forth herein, the parties agree as follows:

RESERVATIONS

All reservations require a 50% deposit, final balance is due 14 days prior to arrival. **There is a two-night minimum on all properties. During Holiday weeks, a different minimum stay may be enforced or required.** All deposits for booking require payment by credit card. We accept Visa, MasterCard, American Express, and Discovery Cards. We do not accept checks or cash for any payment options. You must be 21 years of age to make a reservation. Once deposit and signed rental agreement are received, reservation will be confirmed via email or regular mail. **Rates are subject to change without notice and do not include 8% sales and lodging tax or non-refundable cleaning fee (varies by cabin). The published rates are based on an occupancy of 1- 6 persons. Each additional person up to the maximum occupancy is charged at \$30 per person per night.**

CLEANING DEPOSIT

There will be a \$150.00 cleaning deposit required on all properties, \$75.00 refundable if property is left per contract. (See Accommodations, Self Keeping Unit)

CANCELLATIONS

If you cancel your reservation for any reason, you will be charged a non-refundable \$100.00 fee. 50% deposit due at the time of booking, final balance is due 14 days prior to arrival. If you cancel 30 days prior to arrival, you will receive a full refund, minus the \$100.00 cancellation fee. If you cancel 30-15 days prior to arrival, you will forfeit your deposit (unless the cabin is re-rented) in which case you will receive a refund, less any difference in rental value and a \$100.00 cancellation fee. Cancellations made 14 days or less, guest is responsible for full balance of reservation.

The Tenant will pay Manager the total of \$_____ for rental of the above described premises for the above described period of time less a non-refundable reservation fee of \$100.00.

The tenant shall be responsible for all nights reserved regardless of late arrival or early departure. No adjustment in money owed or refund of money will be made if Tenant checks in after the agreed upon time, and no adjustment in the money owed or refund of money will be made if tenant leaves earlier than the agreed upon time. There will be no exceptions to this provision. There are NO refunds for "NO-SHOW". The Manager is not responsible for acts of God or Conditions which the Manager cannot control (i.e. weather, temperature, rain, snow, ect.) are not considered grounds for a refund.

PLEASE NOTE: Secesh Escape has variable accessibility because of it's wilderness location. During the Winter Season, between late November to mid April, there is **SNOWMOBILE ACCESS ONLY** and **Tenant is responsible for securing transportation to and from the Rental. Please contact us for current information regarding accessibility.**

CHECK IN

Check in time is 4:00p.m. on the first day of occupancy as specified above; however, manager does not Guarantee check in times and only agrees to make the premises available for check in as close as possible to this time. Tenant agrees to this provision and agrees to not hold manager liable if the premises are not available between 4:00 p.m. and 6:00 p.m.; however, should the premises not be available for occupancy by 6:00 p.m. on the first day of occupancy, Tenant shall have the option of canceling this agreement and receiving a full refund of money paid.

CHECK OUT

Check out time is 11:00 a.m. following the last night of occupancy as specified above. Failure by the Tenant and/or his guest to vacate the premises by 11:00 a.m. will result in additional charges being assessed for the actual cost incurred by manager due to the late check out, including but not limited to increased labor or cleaning cost and any cost resulting due to the inability to rent the premises to a subsequent renter or any decrease in income from an already-confirmed subsequent renter. Manager shall have the right to remove tenant's baggage and property from the premises should it be left after specified check out time and shall have the right to sell said property within 30 days if Tenant does not (a) demand the return of the property and (b) arrange return of said items.

MAXIMUM OCCUPANCY

The Maximum Occupancy of the premises, which Tenant agrees not to exceed is set at _____ individuals, including children. The published rate is based on an occupancy of 1- 6 persons. Each additional person up to the maximum is \$30 a night. Violation of the occupancy limit will result, at the discretion of Manager, in immediate termination of this Agreement and termination of the right of the Tenant to occupy the Premises. If this Agreement is terminated pursuant to this paragraph, no refund will be due to Tenant, and should Manager incur expenses due to exceedance of the Occupancy limit, Tenant will pay said expenses. Recreation Vehicles (RV's) tent trailers, camping equipment may not be occupied or parked on or near the premises.

ACCOMMODATIONS

Tenant agrees to maintain the premises in the same condition as it was upon arrival, normal wear and tear excepted. Tenant agrees to replace or pay for any breakage damage that occurs, and any such replacement must be to the entire satisfaction of the Owner and Manager or Tenant agrees to pay for any additional repair that is needed to bring it to the satisfaction of Owner and Manager.

Properties belonging to the Escape Cabins, LLC rental program are privately owned. Therefore, each property will be unique and different in décor, equipment, ect. Misrepresentation of any or all

properties is unintentional. All properties will come equipped with the basic necessities for your stay. A basic supply of sheets, towels, hand soap, toilet paper, dish soap, paper towels, coffee filters, shampoo/conditioner, and laundry detergent are provided along with Basic house wares. Each property will be cleaned before and after each reservation. Please leave property as clean as you found it. Remove all perishable food items from refrigerator. All furniture and items should be returned to their original location. Do not make beds that have been slept in.

The above-described premises is a “Self-Keeping” unit. Manager does not provide daily housekeeping service during tenant’s occupancy. Prior to check-out, tenant agrees to: a) not make beds that have been slept in, b) leave all used towels near the Washer & Dryer, c) place all trash into trash bags (provided by Manager) and place outside the door in provided trash can, d) place dirty dishes in dishwasher and begin cleaning cycle, e) close and lock all windows and doors, and f) turn off all lights. Failure to comply with these self-keeping requirements will result in a \$50 additional cleaning fee charged to Tenant. Excessive cleaning will be charged to your credit card at \$50/hour with one-hour minimum. Excessive cleaning is considered anything beyond changing bed linens, laundering linens, dusting, vacuuming, cleaning the bathrooms and putting away clean dishes.

NO SMOKING ON PROPERTY

The above-described property is non-smoking. If this policy is violated, as determined in the sole discretion of the manager, Tenant agrees that this Agreement and Tenant’s right to occupy the premises may be terminated by manager and an additional charge of \$250 may be levied against Tenant by manager for additional cleaning. The non-smoking policy extends to outdoor areas such as decks and patios.

No Pets

Pets are not allowed in or around the above-described premises, including in any vehicle owned by Tenant and parked at the premises. Violation of this provision will result in immediate termination of this Agreement and the occupancy of the unit by the Tenant. No refund will be due to Tenant if this paragraph is violated and Tenant agrees to pay a \$250 charge due to violation of this paragraph.

No Parties

There shall be no loud parties. If a loud party occurs, the Manager shall have the right to immediately terminate the occupancy of the premises with no refund being due to Tenant, and may impose any charges incurred, such as but not limited to clean up charges, on Tenant. Manager in his sole discretion may deem it a loud party and exercise the rights granted in this paragraph.

At no time shall a house party be permitted, and violation of this provision shall have the same consequences to Tenant, and give Manager the same rights, as described relative to the prohibition on loud parties. A house party shall be deemed to occur if six (6) or more people, in excess of the number of people shown as the maximum occupancy listed above.

PHONE/LONG DISTANCE CALLS

Properties with phones provide local calls only. All long-distance calls must be placed on guest’s calling card or credit card. Cell phones do not work at some property locations. Some property locations are remote, therefore every call shall be long distance. Any calls billed directly to the property will be charged to the guest’s credit card including a \$15.00 service charge.

TV/VCR/CABLE

All properties have different entertainment amenities. Please review the property amenities for each property. Our remote properties have no reception and offer only DVD's for entertainment.

LOST/NON-RETURNED KEYS

All keys must be left on kitchen counter at time of Check-out. Guests are responsible for lost keys. The property will be re-keyed in the event that keys are lost, misplaced or not returned. All associated costs will be charged to Tenant's credit card.

REPAIRS

Escape Cabins, LLC cannot guarantee the operation of all appliances and amenities. Please report any defective equipment to Escape Cabins. We will make every effort to have repairs made as quickly as possible, if feasible and applicable. These failures are beyond our control and no refund or rent reduction will be given.

Manager strives to maintain all electrical, plumbing, appliances and electronic devices and to ensure they are in good working condition. Due to the remote location of some rentals, Manager is not always able to guarantee all elements within the rental. Tenant accepts this and realizes that, because of the remote location, Manager may not be able to remedy the issue during Tenant's stay.

RISKS/SAFETY

Tenant understands and agrees that during daily life and vacation there are certain hazards associated with renting recreational property and facilities that may result in injuries to Tenant. These include but are not limited to falls down stairs, through glass windows and off balconies, slipping in the shower and on wet surfaces, swimming accidents and other unnamed, but conceivable accidents. Tenant agrees and promises, to the extent permitted by law, to hold harmless Manager and Owner from any and all liability, loss or damages sustained by Tenant as the result of claims, demands, costs of judgments way connected with the performance and operations to be carried out under this Agreement. Tenant fully understands that his or her stay at this facility is entirely at Tenant's own risk and by signing this Agreement, Tenant hereby waives, to the extent permitted by law, any right to seek compensation of any kind from Manager or from Owner. This release of liability is not intended to include any intentional acts of Manager.

Should Tenant desire to obtain insurance to protect his personal property or his health while staying at premises it shall be the sole responsibility of Tenant to do so, and Tenant shall hold Manager and Owner harmless for any damage that occurs to his person or personal property while staying at the premises.

Children are welcome, however, there may be conditions in and around the cabins that may pose a hazard to them as well as to adults. Manager and Owner do not assume any liability or responsibility for any injuries or deaths occurring during Tenants. Children must be supervised at all times. Tenant assumes full responsibility for any children on the property, as well as guests.

INDEMNIFICATION

The Tenant agrees to indemnify and hold individual homeowner, Escape Cabins, LLC and it's employee's or agents, free and harmless for any liabilities or any loss or damages whatsoever arising

from, related to, or in connection with rental of premises. This includes, but is not limited to, any claim or liability for personal injury or damage or loss of property, which is made, incurred or sustained, by guest or guest of guest, or any occupant's of the premises.

TERMINATION OF RENTAL

Manager reserves the right to refuse or discontinue tenancy if in it's opinion the tenant is detrimental to the property. Any violation of the policies will result in immediate eviction and loss of entire rental and deposit amounts.

CREDIT CARD

Tenant provides my credit card number as a guarantee and for payment of rents. Tenant agrees to pay all rent and/or any other fees associated with this rental, accept all terms of this rental agreement and accept liability for any damage beyond normal wear and tear during the term of Tenants stay. Tenant understands that these costs will be charged to Tenant's credit card and all credit card sales are final. Any damages found upon arrival or occurring during Tenants stay must be reported immediately to this Emergency number at 208-890-7969. Tenant will be responsible for any unreported damages or theft.

SECURITY CAMERA SURVEILLANCE

Tenant acknowledges and is aware of property surveillance camera's that provide security on driveway entrance and front of cabin entrance only.

OTHER TERMS AND CONDITIONS

1. Tenant agrees not to use the premises for any unlawful purpose and to comply with all laws, ordinances, rules, regulation and directions of government authorities. If Tenant violates this provision Manager in his sole discretion may terminate this Agreement and Tenant will leave the premises immediately with no refund being due to Tenant.

2. The Tenant shall not sublet the premises unless prior written approval is granted by Manager, and should any such subletting be approved, the original Tenant shall remain responsible to Manager for the premises and compliance with the provisions of this Agreement unless Manager relieves the original Tenant of responsibility in writing.

3. The Tenant agrees he or she will hold all persons occupying the premises as agreed to herein, as well as his guests, to the provisions of this Agreement, and should any occupant of the premises or guest violate the terms and conditions of this Agreement, Tenant agrees to be responsible to Manager for the acts of that person.

4. Tenant fully accepts responsibility for any accidents, acts of vandalism, destructive behavior, damages or items missing from the rental property during Tenant's stay therein.

5. Tenant executes this Agreement on behalf of himself/herself and all guests.

6. Tenant agrees that this Agreement is for the rental of recreational property for a limited period of less than thirty (30) days for Tenant's recreational purposes and is in the nature of a stay at a hotel or bed and breakfast or similar establishment while on a vacation and is not intended to be an agreement for the rental of a domicile. Therefore, Tenant agrees that, to the extent permitted by law,

the term "Tenant" or "rent" or any similar term used herein is not intended to convey any rights under the Idaho Code and that Tenant will not seek any remedies pursuant to said statute.

7. This Agreement is a binding obligation upon the contracting parties, their successor, heirs, and personal representatives.

8. This Agreement shall constitute the entire agreement between the contracting parties, and no variance or modification thereof shall be valid and enforceable except by supplemental agreement in writing.

9. In the event of a breach of the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, expert witness fees, and all cost of enforcing this Agreement, whether pursued by filing suit or otherwise.

10. The parties agree that the laws of the State of Idaho shall govern interpretation of this Agreement and that, to the extent consistent with applicable law, any suit filed to enforce this Agreement shall be filed in the State of Idaho.

11. Should any provision of this Agreement be held illegal or unenforceable by a Court of Law, the remaining provisions shall remain in full force and effect.

12. Unless notified in writing to the contrary the following address and telephone number are the correct address and telephone number of Tenant and the same may be used for the purpose of providing any notice required hereafter:

TENANT'S NAME AND ADDRESS:

Home Telephone: (_____)_____

Work Telephone: (_____)_____

E-mail Address: _____

AGREEMENT

Tenant certifies that he/she has read and agrees to abide by the terms of this rental agreement and by signing below is authorizing any outstanding charges remaining after departure to be charged to the credit card on file with Escape Cabins, LLC.

GUEST SIGNATURE _____ **DATE** _____

PRINT NAME _____ **# IN PARTY** _____

CABIN BEING RESERVED _____

RESERVATIONS DATES: FROM _____ **TO** _____