



## Vacation Rental Properties

### Guest Rental Agreement - Terms and Conditions

MANAGER: Evergreen Gems Property Management

**GUEST CANCELLATION:** The following policy is in force for prospective Guests who cancel their confirmed booking prior to Check-in. In all cases, Guest's paid Security Deposit and paid fees for Services not yet rendered will be 100% refunded, excluding rental reservation fees. Rental reservation fees are handled as follows:

- A) Guests who cancel at least 60 days before Check-in will get back 100% of the reservation fees paid, less a 5% Cancellation fee to cover processing.
- B) Guests who cancel between 30 and 60 days before Check-in will get back 50% of the reservation fees paid, less a 5% Cancellation fee to cover processing.
- C) Guests who cancel less than 30 days before Check-in will not be refunded reservation fees.

**CHECK IN/OUT:** Early Check-in or Late Check-out times must be approved in writing by the Manager. In the event Guest does not depart on or before the agreed upon Check-out time (a Holdover), Guest shall be obligated to pay an amount equal to three (3) times the daily rate for each full day (24 hours) of Holdover. Any partial day of holdover beyond the first 24 hours will be treated as one (1) full day and Guest will be obligated to pay an amount equal to three (3) times the daily rate for the partial day. Unapproved Late Check-outs of less than one day (24 hours) will obligate Guest to A) pay the equivalent of one (1) full days rent if another Guest has not reserved that day, or B) pay the equivalent of three (3) full days rent if another Guest has reserved that day. The daily rate used to calculate payment will be that of the highest daily rate incurred during Guest's stay.

**ADDITIONAL SERVICES, FEES:** Manager has disclosed all required booking-related fees in the property listing that has led to this Agreement. In some cases, for Guest's convenience and experience, Manager may offer additional services for a fee. These services are optional. Should Guest opt into any of these Services and related fees, Manager will provide payment details.

**SMOKING:** Idaho is a non-smoking state. All Manager properties are non-smoking inside and out. Guests are only allowed to smoke beyond 20 feet away from any door or window opening. If there is any evidence of smoking, including odor, Guest is responsible for any additional expenses required for restoration of the property, including Deep Cleaning.

**OUTAGES, EQUIPMENT & PROPERTY ACCESS:** Country property, while beautiful, can be unpredictable. During Guest's stay, Guest may experience fluctuations in water pressure, visits from ants, spiders and other pests, power outages, snow falling from the roof and other country realities. Also, equipment occasionally malfunctions and cannot be guaranteed operational 100% of the time.

Manager endeavors to avoid such occurrences in the first place, and will correct any such occurrence as soon as feasible. This may entail entering the premises to repair such equipment.

The occurrence of any of these issues is not reason for termination of this Agreement, nor is it a reason for a refund. Please contact us immediately should you encounter any issues like these so that we can remedy it as soon as feasible.

If requested, Guest shall allow Manager access to the property during Guest's stay. Manager will exercise this right of access in a reasonable and considerate manner.

**PROPERTY USAGE:** Guest agrees to not use the property for any purpose which might be designated as hazardous, unlawful, calculated to injure the reputation of the Owner or Manager, or to impair the value of the surrounding neighborhood properties. Guest also agrees the property will not be used for Commercial purposes, or in an offensive manner contrary to the laws of Idaho, Valley County or the town of McCall. Unless specifically approved by Manager in writing, no large gatherings for games of chance, clubs or other organizations, or activities open to the public will be conducted. No receptions, parties of any kind, weddings or reunions are allowed.

Guest may cook only in areas specifically designated for cooking in the property. Unless stated otherwise in the property listing, this is limited to the kitchen and outdoor grill area.

**FALSIFIED BOOKINGS:** If Guest's booking was made under false pretense, including, but not limited to, a falsified name, age or size of party, Guest will be subject to immediate eviction and forfeiture of all amounts paid. With regard to size of party, Guest has provided Manager with a list of the guests staying at the property. If the number of guests changes, Guest must communicate this in

writing to Manager. Additional guests beyond those identified at the time of booking are not permitted and, at the discretion of Manager, will either result in an additional fee per person/per night or immediate eviction and forfeiture of all amounts paid. Be aware that by policy, Manager does not verbally confirm additional guests. Additional guests must be approved by Manager in writing.

**DAMAGES:** The Guest is financially responsible for all damage/defacement of property, excluding normal wear and tear. A Security Deposit is required to cover any damage, the loss of items from the property and/or any excessive cleaning required (e.g. excessive trash, excessive laundering, upholstery or carpet shampooing, etc). If the amount required to cover said items exceeds the Security Deposit, the Guest is still responsible to pay for the items. Accordingly, Guest hereby authorizes Manager to apply such Security Deposit to pay for such items, and to charge Guest via Credit Card, if applicable, or by written bill for any such items beyond the Security Deposit outlined in this agreement.

**FORCE MAJEURE:** No refunds will be given for storms, winds, acts of God or other events outside the control of the Manager. Mountain roads can be curvy and steep. While well maintained, we recommend use of four-wheel drive vehicles and/or chains during the snow months. Manager does not refund due to road conditions. Manager recommends that Guest purchase trip insurance to protect against these types of circumstances, among other risks. Notwithstanding the above, if the Manager or Owner determines the property has become unfit for habitation, making the Manager unable to honor this Agreement, all Guest payments shall be fully refunded provided the damage that caused this determination was not the fault of the Guest. Under no circumstances shall Guest be able to determine the property as unfit for habitation.

**LIABILITY, INDEMNIFICATION & ATTORNEYS FEES:** Guest shall be liable for all acts of family, invitees, employees, or other persons invited onto the property by Guest. Guest agrees to indemnify and hold harmless property Manager and Owner for any liabilities, damage, cost or expense whatsoever arising from or related to any claim in connection with Guest's use and/or occupancy of the property including, but not limited to, any claim or liability for personal injury, damage, loss of personal belongings or theft of property which is made, incurred or sustained by Guest and/or anyone invited to use the property. If Manager employs the services of an attorney or attorneys to enforce any conditions of this Agreement, Guest is liable to cover reasonable attorney's fees and costs incurred by Manager.

**RECOURSE & TENANT CODE:** Guest acknowledges that, if all rental monies have been paid, the maximum recourse Guest has against Manager for any alleged breach of this Agreement is the amount of the rental paid or to be paid to Manager arising out of this Agreement.

Guest agrees and acknowledges that this rental arrangement is not subject to the residential landlord/tenant code of Idaho as this is not a long-term residential rental.

**GENERAL & DISCLAIMER:** If any section, clause, paragraph or term of this Agreement is held or determined to be void, invalid or unenforceable, for any reason, all other terms, clauses or paragraphs herein shall be severed and remain in force and effect. This Agreement is taken in full compliance with federal, state and local Fair Housing Laws, without regard to race, color, religion, sex, country of origin, handicap or familial status.

The rental information included in this Agreement and Listing, while deemed reliable, is not guaranteed. Although Manager has taken every precaution, errors in price and descriptions can occur. Rates, descriptions and availability are subject to change without notice. Changes in bedding, furnishings, inventory, amenities and/or decor occur from time to time. Such changes do not void or alter the terms of the Agreement and is not a valid reason for cancellation.