

VACATION RENTAL AGREEMENT

CABIN RENTALS

1. **AGREEMENT:** The Owner and Renter agree as follows: Renter is an adult and will be an occupant of the cabin during the entire reserved period. Other occupants will be family members, friends or responsible adults. Use of the premises will be denied to persons not falling within the foregoing categories, and as a result they would have to vacate the property immediately without any refund. No keys will be issued to anyone who is not an adult.
2. **PETS:** Under NO circumstances does the owner allow pets of ANY kind or size on the property or in the cabins. If you are found to have pets on the property or in the cabin you will have to vacate the premises immediately without any refund.
3. **CHECK IN:** Check in time is 3 PM MT. There is NO "early" check in times.
4. **CHECK OUT:** Check out time is 11 AM MT. There will be a late checkout fee charge of \$50 for any RENTER who is in the cabin after 11 AM MT.
5. **CLEANING:** The cabin will be inspected and cleaned after your departure. The cleaning fee you have paid will provide for 4 hours of normal cleaning so that you can enjoy your vacation up to 11 AM. YOU ARE REQUIRED to leave the property in the same general condition that you received it by making sure dishes are washed and put away and garbage is removed to the closest dumpsters (there is a sign by the trash on the front or back porch to let you know where these are) and the home is generally picked up and ready to be vacuumed, dusted and cleaned. If additional cleaning is required, or rearranging of furniture that has been moved, appropriate charges will be charged to your credit card at the rate of \$45 per hour.
6. **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's, furnishings, BBQ grill, and outdoor furniture. YOUR CREDIT CARD WILL BE CHARGED ACCORDINGLY FOR REPLACING THESE ITEMS if found to be damaged or missing.
7. **RENTERS LIABILITY:** Renter agrees to accept liability for any damages caused to the property by Renter or Renters guests, including but not limited to, landscaping, fire-pit, misuse of appliances, and/or equipment furnished. Your credit card will be charged for any damages caused by yourself or your guests. There is NO SMOKING in any of Duck Creek Village Cabin Rentals cabins.
8. **SLEEPING CAPACITY/DISTURBANCES:** Renters and all other occupants will be required to vacate the premises and forfeit the rental fee for any of the following: (1) Occupancy exceeding the sleeping capacity stated at time of rental (2) Using the premises for any illegal activity including, but not limited to, the possession, serving or consumption of alcoholic beverages by or to persons less than 21 years of age (3) Causing damage to the premises rented or to any of the neighboring properties (4) Any other acts which interfere with neighbors right to quiet enjoyment of their property (such as riding ATV's or snowmobiles on others property) (5) This property is not for use for more than the amount of people

stated at the time of rental for reunions, parties, get-togethers, or any other uses over the maximum person occupancy. (6) No loud music outside of cabin.

9. HOLD HARMLESS: The Owner does not assume any liability for loss, damage, or injury to persons or their personal property. Neither do we accept liability for any inconvenience arising from any TEMPORARY defects or stoppage in supply of water, gas, electricity or plumbing. Nor will the Owner accept liability for any loss or damage caused by weather conditions, natural disasters, acts of God, or other reasons beyond its control.

10. PORCHES: The undersigned is fully aware that the porches and steps can be slippery when wet or icy, and that injury is likely to occur to anyone who is not careful. Renters should observe and adhere to all rules and policies as posted on the property and in the Instruction Book provided in the cabin. With full knowledge of the above facts and warnings, the undersigned accepts and assumes all risks involved in or related to the use of the porches.

11. ADDITIONAL CHARGES: If the owner incurs charges to its Satellite TV, Telephone or Internet accounts due to usage by the Renter such as Pay Per View or Long Distance charges, these expenses will be deducted from the Renter's security deposit or charged to their credit card.

REMEMBER THAT YOU ARE RENTING A PRIVATE HOME. PLEASE TREAT IT WITH THE SAME RESPECT YOU WOULD LIKE SHOWN TO YOUR OWN HOME.

PLEASE SIGN YOUR NAME AND RETURN TO THE OWNER

RENTER

DATE

By signing your name you agree to and accept all the above terms. Your signature on this agreement, or payment of money or taking possession of the property after receipt of this agreement, is evidence of your acceptance of the agreement.