

TENANT AGREEMENT FORM

This **Agreement** constitutes a contract between the **Guest(s)** and Brian Head Vacation Rentals, (**BHVR**).

NO SMOKING OR PETS ON ANY PART OF THE RENTAL PROPERTY. VIOLATION OF THIS POLICY WILL RESULT IN IMMEDIATE TERMINATION OF THIS CONTRACT AND OCCUPANCY RIGHTS. NO REFUND WILL BE GIVEN AND BHVR HAS THE RIGHT TO CHARGE GUESTS CREDIT CARD ANY ADDITIONAL CLEANING OR REPAIRS FEES DEEMED NECESSARY.

ACCOMMODATIONS

All of the properties shown in the BHVR rental program are privately owned. Therefore, each property will be uniquely different in décor, equipment, etc. There will be operating instructions inside your rental- we expect strict compliance to the house rules. Linens and towels are provided but personal toiletries items, laundry detergent and blow dryers are **not supplied**. There will also be check-out instructions to follow to eliminate the need for any additional cleaning fees (\$25 per hour) being deducted from your security deposit. There is no housekeeping service during your stay.

RESERVATIONS & CANCELLATIONS

You must be 21 years of age to make a reservation.

To confirm a reservation a **deposit of 50% of the room total** is required. The balance of all reservation fees will be charged to your credit card 30 days prior to arrival. If the reservation is made less than 30 days to arrival, all fees will be processed at the time of booking.

Cancellations must be made 30 days prior to arrival to receive a full refund less a **\$75 processing fee**. If the cancellation is made with **less than 30 days notice, the 50% deposit will be forfeited**. Cancellations made with **less than one weeks notice will forfeit all of the room fees and taxes** unless otherwise negotiated. Fees apply to last minute bookings as well.

Guests are responsible for all nights reserved regardless of late arrival, early departure or no-shows.

All properties have a **2- night minimum** unless otherwise noted over the Christmas Holiday.

Security Deposit Refunds shall be processed within 7 days of departure.

After making a reservation or cancellation, you will receive a statement by e-mail, fax or mail confirming your transaction. E-mail is the preferred confirmation method especially during holiday periods.

Refunds cannot be considered for natural conditions beyond our control, (i.e. extreme weather, road conditions, power outages etc.)

CHECK-IN PROCEDURES & KEYS

Check-in is at 3:00 p.m. Check- out is 11:00 a.m. Every property (with the exception of Cedar Breaks Lodge units) has a lockbox with a key for entry along with additional keys inside the property. Approximately 1 week prior to your reservation, you will receive final directions and the lockbox code to use upon your arrival. Keys need to be returned to original locations upon check-out. Inspections done following your occupancy include a key inventory. **ANY lost or misplaced keys will mandate a re-key for which you will be held accountable in the amount of \$100.**

Cedar Breaks Lodge Guests will obtain keys at the front desk of the project. Your name will be on file for the appropriate check-in date. You will need to return these keys to the same front desk upon check-out.

MAXIMUM OCCUPANCY

The number of guests occupying a property is limited to the number stated in the unit information, with the exception of infants sleeping in cribs or playpens. These limits are strictly enforced.

FURNISHINGS ~ EQUIPMENT ~ ETC.

All properties are furnished and equipped by its owner with your comfort in mind. If you require special supplies which you intend on bringing that may affect the property, please notify BHVR prior to arrival with details of such. Furniture or supplies cannot be moved or removed from the property during your stay. In certain areas of each rental property there may be locked closets for owner personal storage that are not included in this rental.

FIREWOOD

Rental Properties are provided with firewood for indoor fireplaces. Duraflame logs can be purchased upon arrival for \$5 each.

PHONE CALLS

All properties are equipped with a telephone and most with wireless internet service. Some offer free long distance but others

provide only local, collect or credit card calls. You will be given the property phone number along with your directions prior to check-in.

DAMAGE REPORTING AND REPAIR

Guest is financially responsible for any damages that occur during their occupancy above normal wear and tear. If damage or inoperability of any appliance or such is present upon arrival, (highly unlikely), please report it to us immediately so we can assign responsibility accordingly. We will arrange for service to remedy the situation as quickly as possible. If YOU happen to unintentionally cause any damage during your stay, please notify us right away. Many spills or stains can be easily removed if reported promptly.

RISKS/SAFETY

There may be conditions in and around the property that pose a hazard to unsupervised toddlers etc. BHVR does not assume liability or responsibility for injuries that may occur during your stay with us.

LOST ITEMS

Housekeeping will bring anything found to the office where it is tagged and held for 3 months. We are not responsible for items left behind but we will assist you with the return of the items at your expense.

RIGHT OF ENTRY - Guest(s) agree that BHVR may enter or inspect property with short notice in order to enforce any of these rules.

INDEMNIFICATION

The guest agrees to indemnify and hold individual homeowner, BHVR and its employees or agents, free and harmless for any liabilities, loss or damages whatsoever arising from, related to, or in connection with rental of premises. This includes guests, guests of guests, or any occupant of the premises.

TERMINATION OF RENTAL

BHVR reserves the right to refuse or discontinue tenancy if in its opinion the guest is detrimental to the property. Guest(s) will be evicted and local police contacted at the discretion of BHVR in the event under-age drinking, illegal drug use or any other illegal activity is conducted on the premises.

DISPUTES

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah.

PLEASE NOTE:

4-WHEEL DRIVE or CHAINS ARE HIGHLY RECOMMENDED AND SOMETIMES ABSOLUTELY NECESSARY DURING OUR WINTER MONTHS.

Phone Reservations:

Please fill out the
TENANT AGREEMENT SIGNATURE PAGE below
and submit back to us
via e-mail at **info@vacationbrianhead.com** or
fax to 435-677-2300

(We must receive this agreement form in order to complete and confirm your reservation.)

Online Reservations

If your reservation was made through our online reservation system, your acceptance of these terms was documented when confirming your reservation. Please feel free to print a copy for your records.

