

# Historic Butler House on Fargo's Iconic 8th Street

## RENTAL AGREEMENT

1. TERM: The term of the lease shall begin on the arrival date of: \_\_\_\_\_ and end on the departure date of \_\_\_\_\_ for \_\_\_ number of nights. The property will be ready for occupancy no earlier than CHECK IN TIME on the arrival date and must be vacated no later than CHECK OUT TIME on the departure date.

2. RENT: The rent is \$ \_\_\_\_\_ plus a housekeeping fee as follows:

1. PAYMENTS: The following payments are due at time of reservation:

- 100% of rental fee to secure reservation.
- Housekeeping fee \$125. This is to prepare house for next renter; linens and towels provided; no daily housekeeping service.

3. LIMITED OCCUPANCY: Occupancy is limited to a maximum agreed to at time of booking. If Owner concludes that this policy has been breached, the Owner reserves the right to expel the entire party with no refund.

4. NON-DISTURBANCE CLAUSE: Renter and their guests shall not disturb, annoy, endanger (fireworks) or inconvenience neighbors nor use the premises for any unlawful purposes.

5. CARE OF PREMISES/DAMAGES: NO PETS ALLOWED. NO SMOKING PERMITTED IN HOUSE. Automatic eviction plus forfeit of deposit and rent if violated and a \$500 fine. Renter agrees to pay Owner for any damages to furnishings, household items or pool that occur as a result of Renter's occupancy. This will include payment of any additional cleaning charges.

6. OWNERS RIGHTS: Renter agrees that if the conditions and limitations set forth herein are not met, Owner shall have the right to cancel this agreement and may enter the Property, either by statutory proceedings or by force, to inspect the Property and ensure that Renter has vacated the Property. All monies paid by Renter shall be forfeited as liquidated damages.

7. INDEMNITY CLAUSE: Renter hereby agrees to Indemnify and hold Owner harmless from any and all claims including those of third parties, arising out of or in any way related to Renter's use of Property or the items of personal property provided therein. Renter assumes all risk of injury or other losses relating to any recreational activities including use of the private swimming pool on the Property and will hold Owner harmless with respect thereto.

8. NO SUBLETTING: Renter may not sublet or assign this lease for all or any part of the premises.

9. REPAIRS AND MAINTENANCE: The Property is rented with the Owner's furniture and household furnishings. Owner shall not be responsible for providing additional furnishings or equipment not presently available in Property. Renter will report any maintenance issues immediately to the Owner. Owner will make every effort to repair and/or replace any equipment that is not working properly, but cannot guarantee that all equipment is in good operating order at all times and no rate adjustments or refund will be made for equipment or appliance failures.

# Pool and Sauna Agreement

PLEASE READ CAREFULLY. BY BOOKING THIS PROPERTY, YOU CHOSE TO WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

When booking 1753 8<sup>th</sup> St S Fargo, ND 58103 you understand and are agreeing to the following:

I wish to swim in the pool during the length of stay booked at your vacation home. By swimming in the vacation home pool, I recognize and fully understand certain things, including:

- At no time is there a lifeguard on duty, you (the renter) are responsible for the safe use of the pool and are responsible for all persons using the pool during your stay.
- My use of the pool and Sauna during my stay involves certain risks, including but not limited to:
  1. The risk of injury resulting from possible malfunction of the pool or sauna, or any other item on the property;
  2. The risk of injuries resulting from tripping or falling over obstacles in, on, or around the pool, or any other items on the property
  3. The risk of injuries resulting from unsupervised swimmers colliding
  4. The risk of other injuries resulting from participating in any action in or around the pool or any other items on the property.
- I recognize and fully understand that the above list is not a complete or exhaustive list of all possible risks; the list only provides examples of types of risks that I am assuming.

In exchange for the Owner allowing me to utilize the pool, sauna, and any other item on property during my stay, I hereby agree to the conditions below. I fully intend and choose to give up the legal rights, as stated below:

TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against the Owner, its directors, officers, employees, agents, or representatives (hereinafter referred to as the "Releasees") relating to my use of the pool, sauna, or any other items on property;

TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury, expense, or other cost that I may suffer or that my next of kin may suffer in connection with my use of the Releasees pool, treehouse, and any other item on property to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES; TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability to property, or personal injury to, any third party, resulting from the use of the pool, spa, or any other item on property.

That I am over the age of 18 and that I am responsible and will adhere to all the rules of the property; That this Waiver, Release, and Agreement is fully effective and shall be effective and binding upon me, and my heirs, next of kin, executors, administrators, and assigns, or anyone else authorized to act on my behalf or on behalf of my estate. I am aware that by booking this property we are agreeing to all of the above.

Renter and Owner, by signing this Rental Agreement, acknowledge that they will comply with the terms of this agreement and each assumes the responsibility for the obligations set forth herein. Renter acknowledges receipt of the House Rules. Renter acknowledges that they have read, accept, and agree to the terms set forth.

Renter Name(s) \_\_\_\_\_

Billing Address (for credit card) \_\_\_\_\_

Mailing Address(if different) \_\_\_\_\_

Email Address \_\_\_\_\_

Telephone: cell/home \_\_\_\_\_ work: \_\_\_\_\_

Emergency Contact \_\_\_\_\_

## HOUSE RULES:

No prior unauthorized parties, events, or illegal activities allowed.

Absolutely no smoking allowed on the property. A fee of \$500 will be charged if there is visual evidence or scent detected.

Absolutely no unauthorized pets allowed on the property. Violation of this rule will result in a fee of \$500.

Do not use glass bottles on the back patio or pool deck.

Only legal and responsible use of alcohol is authorized on the property. In other words, no excessive use of alcohol nor use of alcohol by minors is allowed on property.

For legal reasons, absolutely no one other than the registered guests are allowed on the property after midnight. Extra guests will be fined \$125/guest/night.

Respect the neighbors. Please refrain from having an unreasonably loud manner during neighborhood quiet hours of 11 pm – 8 am. Never bother others in the neighborhood.

The perimeter of the property and pool area is equipped with 24 hour a day surveillance for the protection of guests and the host. This is required by our insurance. We DO NOT view footage unless a problem arises. Tampering with these cameras will lead to a phone call to remediate and possible eviction.

Absolutely no young children left unsupervised in bunk bed. The ladder is removable, so if you are concerned about young ones please remove and place out of reach. Bunk beds are not authorized for use by children under 10 years of age. Guests take sole responsibility for any injuries that may occur due to falls.

No unsupervised children around pool.

No horseplay or diving into the pool in order to avoid injuries.

The pool has a max depth of 5 ft and has no lifeguard on duty. Several children-sized life jackets are available for use.

Extra towels, toiletries and linens are available upon request.

Do not move furniture. We love our wood floors and take pride in their condition.

The house is historical as is everything about it- including the septic system. Please flush small amounts of toilet paper at a time and never flush feminine products or anything but the toilet paper down the toilets, otherwise will cause drains to back up which will result in expensive plumbing fees that the tenants will be liable to pay.

Please keep doors and windows shut while running the heat and AC.

Please communicate all concerns or issues in a timely manner for us to be able remedy the situation.

Any guests found to be involved in illegal activities or in violation of any of the house rules can result in, but not limit to, additional fees, cancellation of the reservation, forfeiture of deposit and subject to any local, city, county or state laws.

## Departure Duties

- Leave the home generally in the same order as upon your arrival
- Put trash in plastic bags and place in outside green trash containers
- Remove all items that you placed in the refrigerator during your stay.
- Check closets, dresser drawers, and under beds for personal belongings.
- Close and lock windows and doors.
- Please leave used linens on floor in bedroom.
- Rinse and load all used dishes in the dishwasher and start.
- Please turn off all lights, television, and appliances (except fridge).
- Please text us a 701-367-4642 or 701-936-5152 to let us know you have departed.
- Note: lock code changes upon departure. Please let us know if you left something behind and we will do our best to return.
- If you enjoyed your stay please leave us a review.

Thank you for agreeing to the terms of this rental agreement, and I hope you have a great stay!

Thanks,

Ben and Dana

Renter \_\_\_\_\_ Date \_\_\_\_\_