

Vacation Rental Lease Agreement

This agreement constitutes a contract between the guest(s) and Shore Thing, LLC, (Shore Thing), dba Shore Thing Lodge for vacation rental of a cabin located in Island Park, Idaho (Rental Cabin). Please read this Vacation Rental Lease Agreement thoroughly. Any monies received by Shore Thing for occupancy of Rental Cabin indicate the acceptance of the terms and conditions of this Vacation Rental Lease Agreement. It is the responsibility of the guest(s) to be familiar with all policies within this agreement. This rental agreement is entered into by and between the renter, hereinafter referred to as "Guest", and Shore Thing Lodge (Shore Thing) hereinafter referred to as "Owner".

1. Reservation Requirements- Reservations are not considered "guaranteed" until a signed rental lease agreement and payment of 100 % of the total rental fee are received by Owner through an approved reservation provider at least fourteen (14) days before the scheduled arrival of Guest. If payment in full is not received by Shore Thing 14 days or more prior to Guest arrival, reservation may be subject to cancellation without refund.

2. Directions and Codes- Upon timely paid and confirmed reservations, Guest will be emailed the necessary directions and codes to the Rental Cabin prior to arrival.

3. Cancellations- Cancellations of approved reservations are subject to the policies listed on the Reservation provider website.

4. Security Deposit - A Security/Damage deposit is collected by the Reservation provider. This security deposit will be returned within 14 days of the departure date, provided proper

check-out procedures are followed, and there is no improper use of the Rental Cabin or the premises.

Improper use includes, but is not limited to, failure to adhere to the following:

- a. No damage is done to cabin or its contents, beyond normal wear.
- b. All debris, rubbish and garbage are removed by Guest and clean liners are placed in refuse cans at checkout.
- c. Dirty towels/laundry are washed and left dry in dryer.
- d. Used bed linens are stripped from beds and lying on top of mattresses. They do not have to be cleaned. No linens are lost or damaged.
- e. Dishes are placed in the dishwasher and cleaned, if possible.
- f. The gate card is left on the kitchen counter and the Rental Cabin is secured, windows and doors are locked.
- g. No damage to the boat dock that occurred as a result of Guest or invitees of Guest during stay.
- h. No early check-in or late check-out occurs.

Following check-out, a Rental Cabin inspection will be performed within 24-72 hours. Upon inspection, any provision(s) above not met will result in appropriate deductions from the security deposit.

5. Confirmation of reservation(s) - Confirmation of the reservation will be emailed, faxed, or mailed to Guest(s) upon receipt of the reservation advance payment and security deposit. Please read the confirmation for accuracy of dates, mailing address, number of adults and/or children and accommodations. Any errors must be directed to the Owner immediately.

6. Refund Policy - Owner cannot guarantee against mechanical failure of heating, air conditioning, Hot Tubs, TVs, Satellite Receivers, VCRs, or other appliances. Please report any inoperative equipment to Owner immediately. Owner will make every reasonable effort to have repairs done quickly and efficiently. No refunds or rent reductions will be made due to failure of appliances or equipment. No refunds for early departures (less days than reserved). No refunds will be given for delayed arrival. No refunds for reducing the number of nights reserved.

7. Acts of God - Owner shall not be liable for events beyond its control which may interfere with Guest(s) occupancy, including but not limited to Acts of God, acts of governmental agencies, fire, strikes, war, or inclement weather. NO REBATE OR REFUND will be offered in these circumstances.

8. Age Requirements - Guests under the age of 21 unaccompanied by a parent or legal guardian will not be permitted to register and will lose all funds paid to Owner. Any reservations made under false pretenses will result in loss of advance payments and possible removal of Guest from Rental Cabin. No House Parties, No exceptions! Violations of this will result in immediate eviction with no refund of any monies. The Owner reserves the right to refuse service to anyone.

9. Check-In/Check-Out Times - CHECK-IN TIME IS After 3 PM. CHECK-OUT TIME IS before 11 AM - NO EXCEPTIONS! Check-out time is strictly enforced so that Owner has adequate time to prepare the Rental Cabin for the next guest. Guests that do not vacate the Rental Cabin by 11 AM without the consent of the Owner are subject to a fee equal to one (1) rental day.

10. Maximum Occupancy - At all times, the maximum occupancy is the number the home sleeps.

12. Furnishings - Furnishings are subject to change without notice. Furniture, bedding, mattress pads, utensils or any other property supplied with the Rental Cabin must not be taken out. Loss of these items, as well as damage to the property or furnishings in excess of normal wear will be charged to the Guest(s).

13. Items Guest(s) Must Provide - Any personal articles, any food and drink items, coffee filters, paper towels, napkins, foil, favorite pillow and videos. Extra towels for pool and spa usage are suggested.

14. Linens, etc. - A basic supply of linen is provided in each property. Owner does not provide daily housekeeping or linen service, and bed linen and bath towels are not changed during your stay. However, at the end of the stay, a professional cleaning service will be hired to clean the Rental Cabin after check-out. The startup set of bath soap, toilet tissue, paper towels and trash bags are not replenished.

15. No Garbage Service. The City of Island Park does not provide garbage service. All garbage must be removed by Guest upon check-out. Garbage that is not removed by Guest at check-out will be removed by Owner at a cost of \$100 to Guest. There is a local garbage dump located at 3970 Yale Kilgore Road, Island Park ID. 208-390-1226. Summer hours are 7am-4:30pm Closed Sundays & Mondays. Winter Hours are 7am-4:40pm, closed Sundays and Wednesdays. Closed ALL HOLIDAYS except Memorial Day, Independence Day, and Labor Day

16. Because the Unit is located within a gated community known as Bills Island, all

Guests must adhere to and are subject to the Bills Island Homeowners Association Rules and Regulations, described as follows:

A. SPEED LIMIT. The speed limit on the private roads around the island for all motor vehicles including four-wheelers, is 20 mph. Many joggers, bikers and pedestrians use these roads frequently, so please be extra cautious, especially around blind corners.

B. PARKING. All vehicles must be parked on the rental property, and not on any public property/road. Any illegally parked cars are subject to towing; applicable fine/towing fees are the sole responsibility of the vehicle owner.

C. WINTER SNOWPLOWING. The professional snow removal equipment can be significantly damaged if something such as a block for a snowmobile trailer is left on the driveway or parking area. Please be sure to remove all debris from parking areas. Any repairs will be the responsibility of Guest.

D. FIRE SAFETY. Please follow all warning signs and instructions regarding the use of fires as displayed on the bulletin board at the entrance of the island gate. Fires are inherently dangerous and can cause serious bodily and property harm. By accepting this reservation, Guest hereby assumes all risk and liability for the use of any fire started on the property and any subsequent harm or injury that may occur from such use. Further, Guest hereby agrees to release Owner from any liability and further indemnify Owner from any damages or losses if injury to property or any surrounding area/property occurs. Please see Fremont County Burn Ordinance located in guest book regarding fire regulations.

E. GATE KEEPER. The gate security person, who lives in the cabin at the gate entrance, is available for extreme emergencies. However, he is not allowed to let people in

through the gate without a gate card. If you have others in your party arriving at different time, you must coordinate meeting them at the gate or request an additional gate card.

F. NO TRESPASSING. When walking, using ATV's, bikes, or other vehicles, do not enter neighboring driveways or property. Stay on dedicated roadways or it is trespassing.

G. CONSIDERATE BEHAVIOR. Please be considerate of other at all times by keeping excessive noise down in the evening hours and by not trespassing on other peoples' property.

Rental Assignment Change - Owner reserves the right to change Rental Assignments without prior notice or liability in the event of a sale of the rental property, or if the unit becomes unavailable. When comparable accommodations are not available, guest(s) will have the option of selecting from available properties or receiving a complete refund.

17. Pets - You acknowledge that NO PETS are allowed in or on the premises.

IMPORTANT: Occupancy of pets will result in a \$500 fine, immediate eviction and loss of all rents and security payments.

18. No Smoking Allowed - No smoking is allowed on Rental Cabin premises.

IMPORTANT: Smoking within the Rental Cabin will result in a \$500 fine, immediate eviction and loss of all rents and security payments.

19. Wild Animals - This Rental Cabin is in a forested area and wild animals may be nearby. Please use caution and common sense when on the premises and do not leave any food outside for any extended period of time.

20. Injuries and Indemnification - By accepting this reservation, it is agreed that Guest and any invitees are hereby expressly assuming the risk of any harm arising from their use of the

premises, including access to any water, use of sea kayaks during the summers, which are to be used strictly at the guests own risk, and hereby agrees that neither Guest nor his/her heirs or personal representatives will sue Owner or its associates for any injury or property damage that Guest or his/her invitees may suffer while on the Owner's Rental Cabin premises. As a part of the consideration for being allowed by Owner enter property, Guest and Guest's invites hereby agree to indemnify and release Owner from all liability for any personal injury (including wrongful death) or property damage possible suffered by Guest which is caused, in whole or in part, by any activity or condition on or near the Owner's Rental Cabin premises.

21. Liability for Guests and Minors - As used in this agreement, the term Guest will include any additional invited persons or minors in Guest's care while on the Owner's Rental Cabin and premises. All Guests who bring minors understand the Owner is not responsible for the care of safety of minors. Guests who bring minors onto the Rental Cabin premises assume the responsibility for watching and caring for the minor's safety and guarding against hazards at all times, including access to water located on or near the Rental Cabin premises. Guest has read this document and assumes such responsibility freely and voluntarily.

22 Storm Policy/Road Conditions - No refunds will be given for storms, inclement weather, or road conditions. Mountain roads can be curvy and steep. The private gravel roads are well maintained and plowed, however, it is highly recommended that four wheel drive, and/or chains be used during the snow months. Furthermore, Guest fully recognizes that due to the elevation of the region where the Rental Cabin is located, snowfall and accumulation of snow on the roof can be significant with the potential hazard of snow sliding from the roof. Also Guest recognizes the hazard of slick and icy pathways and decking during those times where

freezing occurs, which will NOT be maintained by Owner during Guest's stay.

23. Written Exceptions - Any exceptions to the above mentioned policies must be approved in writing in advance.

24. Violation of Agreement - If Guest(s) violates any of the conditions of this Agreement, Owner may terminate this Agreement and enter Rental Cabin premises. Upon notice of termination of this Agreement, Guest(s) shall vacate the Rental Cabin premises immediately and forfeit all rents and security deposits.

25. Lost and Found – Owner will be not responsible for guest(s) personal property left behind or lost during stay. If we are able to find an item left behind we are willing to ship it to the registered guest upon request. Shipping charges will be charged to the Guest once we are given a valid credit card number. Items unclaimed will be held for a maximum of 14 days at which time the Owner reserves the right to dispose of or may elect to donate the item(s) to a local charity.

By signing below, the Owner and Guest agree to all terms and conditions of this Agreement.

Shore Thing LLC
Ray R Pocock

Guest
Email:
Phone:

Date

Date