

BASIC RENTAL AGREEMENT

1. This Rental Agreement shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed.

Landlord/Lessor/Agent, **White Fir Properties**, shall be referred to as "OWNER" and Tenant(s), _____, shall be referred to as "RENTER." As consideration for this agreement, OWNER agrees to rent to RENTER and RENTER agrees to rent from OWNER for use solely as a private residence, the premises located at **Welton Lodge, 23204 North JD Way, Mt. Pleasant, UT 84647**.

2. **PAYMENTS:** Rental fees and/or other charges are to be paid at such place or method designated by the owner; pay by mail or credit card. Owner accepts check, money order or cash. All payments are to be made payable to **White Fir Properties**. OWNER acknowledges receipt of Security Deposit of \$500. Renter will pay 50% of total rent due 90 days before check-in date. The remaining 50% is due 30 days before check-in. If the Renter cancels reservation before 90 days, renter loses \$500 deposit but incurs no other fees. If Renter cancels within 90 days of check-in, Renter loses the \$500 deposit and the pre-paid 50% of rent collected at 90 days before check-in.

3. **SECURITY DEPOSITS:** The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to RENTER within **10 days** after the premises have been completely vacated less any amount necessary to pay OWNER; a) any unpaid fees, b) cleaning costs, c) key replacement costs, d) cost for repair of damages to premises and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to RENTER. If deposits do not cover such costs and damages, the RENTER shall immediately pay said additional costs for damages to OWNER.

4. **OCCUPANTS:** There is a guest maximum of 50 individuals on the premise.

5. **CHECK IN AND OUT TIMES:** The time for check in on day one for RENTER is 3:00PM and the time for check out on the last day for RENTER is 9:00AM.

6. **PETS:** No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the OWNER.

7. **DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that RENTERS use is seriously impaired, OWNER or RENTER may terminate this Agreement immediately upon

three day written notice to the other.

8. CONDITION OF PREMISES: RENTER acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached property condition checklist, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RENTER agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RENTER, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of above items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

9: PROPERTY MAINTENANCE: RENTER shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. RENTER shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. RENTER shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused from bathtubs, wash basins, or sinks by stopping of waste pipes or overflow.

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10. HOUSE RULES: RENTER shall comply with all house rules as stated on separate addendum, but which are deemed part of this rental agreement, and a violation of any of the house rules is considered a breach of this agreement. This unit is a **Non-Smoking** unit. No smoking is allowed anywhere on the complex premises, including parking lots and balconies. Any infraction will be cause for fines starting at, and not limited to, \$50, as mandated by the Home Owner's Association board.

11. INSURANCE: RENTER acknowledges that OWNERS insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RENTER is hereby advised to obtain his own insurance policy to cover any personal losses.

12. NO WAIVER: OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term of this

Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.

13. **ATTORNEY FEES:** If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

14. **JOINTLY AND SEVERALLY:** The undersigned RENTERS are jointly and severally responsible and liable for all obligations under this agreement.

15. **INVENTORY:** The premises contain the following items that the RENTER may use. _____.

16. **KEYS AND ADDENDUMS:** RENTER acknowledges receipt of the following which shall be deemed part of this Agreement: (Please check) Keys #of keys and purposes **2 house keys, 1 gate key,** _____ House Rules Pet Agreement Other _____

17. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between OWNER and RENTER. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

18. **RECEIPT OF AGREEMENT:** The undersigned RENTERS have read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.

RENTER'S Signature

_____ Date _____

OWNER'S or Agent's Signature

_____ Date _____

(No representation is made as to the legal validity or the adequacy of any provision in this Agreement. If you desire legal advice, consult your attorney.)