



## SHORT TERM RENTAL AGREEMENT

By making any payment towards an invoice for the rent of Timber Moose Lodge you agree to be bound by this Short Term Rental Agreement. If you do not wish to be bound by this Agreement do not make any payment towards the rent of Timber Moose Lodge.

This Short Term Rental Agreement (the "*Agreement*") is made by and between Timber Moose Lodge ("*Homeowner*") and you, the payor of any funds paid towards the rent of Timber Moose Lodge and all of your invited guests ("*Guest*"), as of the first date of any such payment. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

**1. Property:** The property is located at: Timber Moose Lodge, 10000 East 3000 South (Hamilton Place), Heber City, UT 84032.

**2. Rental Party:** The rental party shall consist of Guest and their invitees. Guest agrees to be responsible for all acts of their party.

**3. Maximum Occupancy:** The maximum number of guests is limited to 60 persons (54 adults and children plus 6 babies in port-a-cribs). Groups hosting weddings or other special events may exceed this number for non-overnight guests *only upon advance written permission of the Homeowner* (usually by email). The maximum number of overnight guests may not exceed 64 persons.

**4. Term of the Lease:** The lease begins at 4:00 pm on the day of check-in, as shown on the invoice ("*Check-in Date*"), and ends at 11:00 am on the checkout date, as shown on the invoice. "Early check-in" or "Late check-out" can be arranged if there are no other guests leaving or arriving on the check in and check out dates for an additional rate of \$125.00 per hour.

**5. Rental Rules:** Guest agrees to abide by the attached **Rental Rules** at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the rules at all times while at the property.

**7. Access:** Guest shall allow Homeowner access to the property for purposes of repair, inspection or to confirm compliance with this Agreement. Homeowner shall exercise this right of access in a reasonable manner. Guest shall allow daily access for maintenance of hot tub and pool.



**8. Rental Rate and Fees:** The rental rate, taxes and fees shall be as listed on the invoice for payment. The required cleaning fee is \$450 and the fully-refundable damage deposit is \$1,000. Homeowner reserves the right to require an additional security/damage deposit and shall communicate with the Guest in writing (usually email) in such cases. There is a fee to use the banquet tables, banquet chairs, and table cloths. By using a credit card (as opposed to a check or e-check) to make payment, Guest agrees to a 3% transaction fee which will be deducted from the Security Deposit. There are no additional fees to use the other property amenities, including the swimming pool, sauna and hot tub.

**9. Security/Damage Deposit:** The security/damage deposit shall be refunded within 60 days of checkout provided no deductions are made due to:

- a. damage to the property or furnishings;
- b. dirt or other messes requiring extra cleaning;
- c. any violation of a Rental Rule; or
- d. any cost incurred by Homeowner due to Guest's use of the property.

**10. Cancellation Policy:** If Guest wishes to cancel the reservation, the reservation will be refunded, minus a processing fee of \$80, as follows:

- 100% refund if canceled at least six months prior to the Check-in Date
  - 50% refund if canceled at least three months prior to the Check-in Date
  - 25% refund if canceled at least 14 days prior to the Check-in Date
- The cleaning fee and tax will be refunded for all cancellations.

For rental payments due 90 or more days in advance of the Check-In Date, Guest's failure to make a scheduled rental payment within 14 days of the payment due date may result in the cancelation of the reservation. For rental payments due less than 90 days in advance of the Check-In Date, Guest's failure to make any scheduled rental payment within 7 days of the due date shall result in the cancellation of the reservation.

**11. Insurance:** Homeowner encourages Guest to purchase traveler's insurance to protect themselves in the event of unforeseen circumstances that would prevent them from using the property on their specified dates as planned. Policies are available from many carriers and available online. Guest expressly recognizes that any insurance for property damage or loss which the Homeowner may maintain on the property does not cover the personal property of Guest or their party, and that Guest must purchase their own insurance for Guests and their party if such coverage is desired.



**12. Payments:** Payments towards the invoices covered by this Agreement may be made through an online payment system provided by Homeowner. Guest agrees to pay 25% of the rental fee at the initial booking, 35% within 4 months of the scheduled stay and the remaining 40% within 2 months of the scheduled stay. This schedule may be altered by mutual agreement between Homeowner and Guest. Guest agrees to a 3% transaction fee being deducted from their final Security Deposit refund for paying by Credit Card. Alternately, Guest may make payments by e-check or by sending payments, payable to **Timber Moose Lodge, P.O. Box 1484, Draper, UT 84020** for which no transaction fee will be charged.

**13. Legal Expenses:** Guest agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by Homeowner to enforce this agreement.

**14. Liability:** Guest agrees that the Homeowner is not responsible for any accidents, injuries or illnesses that occur while on the premises. Guest agrees to provide adult supervision to children at all times and to never leave children unsupervised. Guest agrees that the Homeowner is not responsible for the loss or damage of personal belongings or valuables of the guest party. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others they invite to the premises.

**15. Wheelchair Access:** Upon Guests' request, Homeowner will provide a commercial grade wheelchair ramp for access through the main front door. Guest assumes all liability for the use of such ramp and does so at their own risk.

**16. Right of Refusal:** We reserve the right to refuse booking to any individual or group which we feel may pose a substantial risk of damage to Timber Moose Lodge either by way of physical damage or damage to our name and reputation through their activities.



## **RENTAL RULES**

### **Check-in, checkout**

Check-in is 4:00 pm, and checkout is 11:00 am. Late checkout may be possible upon advance request if no group is checking-in on the day of checkout. The fee (\$125.00 per hour) must be paid in advance. Unapproved late checkout may result in forfeiture of the security/damage deposit.

### **Number of Guests**

Only those in the guest party, limited to a maximum of 60 persons (plus up to 4 babies), may stay overnight in the property. Guests in excess of the 60 person limit without prior written permission from the Homeowner may result in immediate termination of the rental agreement and forfeiture of the security/damage deposit.

### **Access**

The roads from the entrance of Timber Lakes Estates to the lodge are frequently closed to 2WD vehicles due to snowy or icy conditions. Guests scheduled between November and April should plan to arrive and travel in 4WD vehicles. Commercial busses cannot maneuver the tight turns within Timber Lake Estates, and will be turned away at the gate. Mini busses will be allowed during the summer months but not between the months of November and April, due to the snowy or icy conditions. No signs may be posted by Guest on any Timberlakes' roads between the main gate and the Lodge.

### **Care of Lodge and Furniture**

Maintain the lodge and all fixtures and furnishings in excellent condition. The lodge contains many custom elements and we request that all guests treat our property with great care and respect. Do not move the furniture or remove mattresses, quilts or blankets from the beds. Use the appliances only for their intended purposes. Do not use water balloons, squirt guns or other squirt toys anywhere in the lodge, including the pool room. Do not use tape, tacks or nails to hang signs or decorations. Please do not eat or drink in the bedrooms.

### **Vehicles**

Vehicles may only access the driveway and parking areas. No vehicles of any kind, including ATVs, snowmobiles, motorcycles or mountain bikes, may be ridden in the woods. No motorized vehicles may be ridden on the lodge property, including the driveway and parking area, for recreation.



### **Parking**

Parking is limited to the parking area in front of Timber Moose Lodge. The parking area can accommodate 20-30 vehicles depending on the parking arrangement. Parking on the road is not permitted and the no-parking policy is strictly enforced by the Timber Lakes Property Owners Association. Any cars parked on the roads are subject to towing by the TLPOA, and any fines or towing fees are the sole responsibility of the vehicle owner. Guest agrees to forfeit \$100 of the security/damage deposit for each vehicle parked on the road, whether or not the vehicle is towed by TLPOA.

### **Smoking**

Smoking is **not** allowed at Timber Moose Lodge. Smoking is only allowed within Guests' personal enclosed vehicle. Smoking in the lodge, on the balconies, or on the grounds is prohibited and may result in forfeiture of the entire security/damage deposit.

### **Alcohol**

Alcoholic beverages are allowed at Timber Moose Lodge, however, please be aware of Utah law regarding "Kegs" and/or "Party Balls" which states *"A person may not purchase or possess beer in containers larger than two liters unless the person is a beer retailer authorized by this title to dispense beer on draft for consumption on the beer retailer's premises"*. Additionally, any messes our cleaning staff have to clean up as a result of alcohol consumption will be assessed a fee and result in a deduction from the refundable security/damage deposit.

### **Noise**

Guests may not create noise or disturbances likely to disturb or annoy the owners or guests of surrounding properties. Creating a disturbance shall be grounds for immediate termination of the rental agreement and guest shall immediately vacate the premises and will forfeit the security/damage deposit.

### **Housekeeping**

There is no daily housekeeping service. While linens and bath towels are provided, daily maid service is not included in the rental rate. (Daily service may be available upon advance request for an additional charge). We suggest you bring towels for the pool and hot tub. We do not permit towels or linens to be taken outside the lodge.



### **No Fires, Candles, Fireworks or Guns**

No open flames are allowed either inside or outside the lodge, including candles. Guest agrees not to light candles, have fires, or use firearms, fireworks or other hazardous materials on the property or within Timber Lakes Estates. Birthday cake candles are permitted, but please use with great caution.

### **Children**

Guests must provide adult supervision for children at all times and must never leave children unattended.

### **Fireplaces**

The fireplace in the main room uses a lot of propane and we ask that summer guests limit its use. Do not throw paper or other materials in any fireplace. With the exception of the large open fireplace in the main room, the fireplaces are all controlled by thermostats. Do not attempt to light any of these fireplaces. If a fireplace does not operate properly please call the property manager for assistance.

### **Hot Tub**

No children under the age of 10 are permitted in the hot tub, and no children under 16 are permitted in the hot tub without direct adult supervision. Anyone using the hot tub must first shower to remove all lotions, oils and dirt. Never use the hot tub without completely removing the hot tub cover. There are serious health risks associated with using hot tubs. Use at your own risk. While our hot tub chemistry is maintained by a Certified Pool Operator, we cannot assure your safety. Use at your own risk. **Never** stand on the hot tub covers. The cover is for insulation purposes only and is not designed to support a person. They will break and you may be charged for its replacement. Put the hot tub cover in place any time the hot tub is not in use. Excessive changes in the hot tub chemistry indicate violations of the hot tub rules and will result in a deduction from the security damage deposit. We charge a fee of \$400 if the hot tub water must be drained and refilled due to excessive dirt, oils, uric acid, etc.

### **Swimming Pool**

Swimming pools are inherently dangerous and Guest is completely responsible for the safety of their party as no life guards are on duty. No children under the age of 4, or that normally wear diapers are allowed in the pool without wearing Swim diapers. While the pool chemistry is monitored and adjusted by a Certified Pool Operator, we cannot ensure your safety. Use at your own risk. No children under the age of 16 are permitted in the swimming pool without direct adult supervision. Use care when opening and closing the swimming pool cover to not damage the cover. Never allow anyone in the pool unless the cover is completely open. Don't



close the cover or partially close the cover until everyone is out on the pool. Do not walk on pool cover. There is no diving allowed. JUMPING FROM THE BALCONY IS STRICTLY PROHIBITED. GUEST AGREES TO FULLY FORFEIT THEIR SECURITY/ DAMAGE DEPOSIT IF ANYONE IN THEIR PARTY JUMPS FROM THE BALCONY. Excessive changes in the chemistry of the swimming pool water indicate violations of these rules and will result in a deduction from the security damage deposit. We charge a fee of \$950 if the pool must be drained and refilled due to misuse by guest for any reason, including but not limited to excessive dirt, broken glass, etc.

### **Sauna**

The sauna must not be used by women who are pregnant, persons with heart conditions or under medical treatment, or children under the age of 10. Older children may use the sauna only under direct adult supervision. Exit the sauna if uncomfortable, dizzy, or sleepy. Staying too long in a heated sauna may cause overheating. Do not drink alcohol before or during sauna use. Do not pour water on the sauna heater.

### **Water and Septic**

The mineral content in the water is high. The lodge is on a septic system. The septic system is very efficient. However, it can clog if improper material is flushed. Do not flush feminine products or any other materials besides toilet paper.

### **Internet**

Use of the WiFi Internet connection is allowed for your convenience. We are not responsible for any viruses or harmful effects of use of the Internet service. Guests may not tamper with the Internet connection or use the service for any illegal activity.

### **Animal Mounts**

Please do not touch the animal mounts or allow children to touch them.

### **Pets**

No Pets of any kind are allowed.

### **Garage**

The garage is reserved for the Homeowner. Guests are not to use or enter the garage.



**Liability**

The Homeowner is not responsible for any accidents, injuries or illness that occur while on the premises. The Homeowner is not responsible for any accidents, or injuries if guests use the wheelchair ramp. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest party. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others they invite to use the premises.