



## RENTAL AGREEMENT

This Rental Agreement and Contract (the “Agreement”) is a legally binding agreement made and entered into as of the Reservation Date on your online booking by and between the undersigned person(s) or company (the “Guest”) and the undersigned owner, manager or agent (“Rental Agent”), pursuant to which the Guest has agreed to rent the residence described above (the “Property”), for the duration of the Rental Term for the Total Rental Fee and other good and valuable consideration as described herein.

### OCCUPANCY

Guest agrees that no more than the number of persons listed on booking shall be permitted on the Property **overnight** at any time during the Rental Term, all of whom shall comply with the conditions and restrictions imposed upon Guest under this Agreement.

### CONDITION AND USE OF PROPERTY

The Property is provided in “as is” condition. Rental Agent shall use its best efforts to ensure the operation of all amenities in the Property, such as internet access, satellite or cable TV access or hot tubs, fireplaces as applicable. Rental Agent shall not be held responsible for such items failure to work, but will make every effort to correct any issues as reported as quickly as possible. Guest acknowledges that use of amenities such as hot tubs, pools, spas, fireplaces, decks, and the like may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children and such use is at the Guest’s own risk. Guest shall use the Property for residential purposes only and in a careful manner to prevent any damage or loss to the Property and keep the Property in clean and sanitary condition at all times. Guest and any additional permitted guests shall refrain from loud noise and shall not disturb, annoy, endanger, or inconvenience neighbors, nor shall Guest use the Property for any immoral, offensive or unlawful purposes, nor violate any law, association rules or ordinance, nor commit waste or nuisance on or about the Property.

### DEFAULT

If Guest should fail to comply with the conditions and obligations of this Agreement, Guest shall surrender the Property, remove all Guest’s property and belongings and leave the Property in good order and free of damage. No refund of any portion of the Total Rental Fee shall be made and if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs incurred.

#### ASSIGNMENT OR SUBLEASE

Guest shall not assign or sublease the Property or permit the use of any portion of the Property by other persons who are not family members or guests of the Guest and included within the number of and as permitted occupants under this Agreement.

#### RISK OF LOSS AND INDEMNIFICATION

Guest agrees that all personal property, furnishings, personal affects and other items brought into the Property by Guest or their permitted guests and visitors shall be at the sole risk of Guest with regard to any theft, damage, destruction or other loss and Rental Agent shall not be responsible or liable for any reason whatsoever. Guest hereby covenants and agrees to indemnify and hold harmless Rental Agent and their agents, owners, successors, employees and contractors from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, attorney's fees incurred by Guest, permitted guests, visitors or agents, representatives or successors of Guest due to any claims relating to destruction of property or injury to persons or loss of life sustained by Guest or family and visitors of Guest in or about the Property and Guest expressly agrees to save and hold Rental Agent harmless in all such cases.

#### RELEASE

Guest hereby waives and releases any claims against Rental Agent, the Property owner and their successors, assigns, employees or representatives, officially or otherwise, for any injuries or death that may be sustained by Guest on or near or adjacent to the Property, including any common facilities, activities or amenities, hiking trails and waterways. Guest agrees to use any such facilities or amenities entirely at the Guest's own initiative, risk and responsibility.

#### ENTRY AND INSPECTION

Rental Agent reserves the right to enter the Property should Rental Agent have a reasonable belief that there is imminent danger to any person or property, Rental Agent may enter the Property without advance notice for such cause.

#### UNAVAILABILITY OF PROPERTY

In the event the Property is not available for use during the Rental Term due to reasons, events or circumstances beyond the control of Rental Agent, Rental Agent will apply due diligence and good faith efforts to locate a replacement property that equals or exceeds the Property with respect to occupancy capacity, location and value that meets the reasonable satisfaction of the Guest. If such replacement property cannot be found and made available, Rental Agent shall immediately return all payments made by the Guest, whereupon this Agreement shall be terminated and Guest and Rental Agent shall have no further obligations or liabilities in any manner pertaining to this Agreement.

#### ADDITIONAL TERMS TO THE RENAL AGREEMENT

In addition to the standard terms included herein, Guest acknowledges and agrees that the following additional terms and conditions apply to the Guest's rental of the Property:

##### PETS:

Should Guest be allowed pets on the property, they acknowledge that they will be held responsible for all damages caused by said pet to all physical property, Guests, Guests of Guests, Rental Agents, Neighbors and adjacent properties. Guest is held liable for all damage caused by

their allowed pet(s) and will not allow pets to be left unattended in or on the Property nor will Guest allow the pet on any furniture in the Property.

SMOKING: Guests agrees that there will be no smoking of cigarettes, Vaping materials or other substances of any kind inside the Property and doing so Guest agrees that this rental agreement will terminate immediately without refund should guests, guests of guests, family or friends be caught doing so. There are outside designated smoking areas.

#### GENERAL PROVISIONS

This Agreement contains the entire agreement between the parties with regard to the rental of the Property, and any changes, amendments or modifications hereof shall be void unless the same are in writing and signed by both the Guest and the Rental Agent. This Agreement shall be governed by the laws of the State of Montana. The words "Rental Agent" and "Guest" shall include their respective heirs, successors, representatives. The waiver or failure to enforce any breach or provision of this Agreement shall not be considered a waiver of that or any other provision in any subsequent breach thereof. If any provision herein is held invalid, the remainder of the Agreement shall not be affected. Any notice required to be given under this Agreement shall be in writing and sent to the contact information included herein. This Agreement may be signed in one or more counterparts, each of which is an original, but taken together constitute one in the same instrument. Execution of online, over the phone or in person booking of the Rental Property and payment whether partial or whole validate this rental agreement. By booking and paying for Rental Property stay you acknowledge that you agree with the agreement to its entirety and all provisions listed herein.

Grant Creek Lodge