

Condo Rental Agreement

This Condo Rental Agreement is entered into by and between Kevin Wechter ("Owner") and the undersigned ("Renter") pursuant to the following terms.

For good consideration it is agreed between the parties as follows:

1. Term: Renter hereby rents from Owner and Owner rents to Renter, the condo in Park City, Utah, identified in correspondence between Owner and Renter (the "Condo"), during the term as stipulated on the registration form and as agreed upon by Renter and Owner (the "term").

2. Rent, Payment and Cancellation Terms: Renter shall pay Owner rent agreed upon by Renter and Owner. Renter shall pay Owner 100% of the rent in advance, prior to commencement of the term. Owner shall not be required to reserve the Condo for Renter until Owner receives 100% of the rent (and in the event Renter pays by check, only once the check clears). Payment shall be made by cash, cashier's check or personal check, made to Kevin Wechter. In the event that Renter cancels his reservation for whatever reason, Owner will reimburse to Renter only that portion of the rent actually received by Owner for renting the Condo to another renter during the term, less a \$100 cancellation fee.

3. Security Deposit: Upon checking in at Owner's property management company, Renter shall be required to leave a credit card imprint to cover any and all damages to the Condo or losses incurred at the Condo during the rental term, all in accordance with the policies of Owner's management company. Losses will include, without limitation, damage or loss due to Renter's children or guests, or Renter's failure to return Condo keys, garage door opener, swimming pool key or remote controls. In addition, Renter's credit card may be charged if Renter fails to check out prior to the checkout time. Renter will be charged for all long distance phone calls made from the Condo during the term of this Agreement.

4. Damages: Renter further agrees upon the expiration of the each stay, Renter shall return possession of the Condo in its present condition. Any damages or excessive cleaning will be deducted from Security Deposit. Renter agrees upon signing this Agreement that he understands this policy and anything damaged, broken or missing while Renter is in possession of property is his sole liability and will be charged to Renter's credit card. Renter agrees Owner or Owner's management company has full authorization to charge Renter's credit card provided that a statement of charges is issued to Renter.

5. Pets: Renter is not allowed to have any pets at the premises. This prohibition includes pets owned by Renter's guests.

6. Cleaning Fee. Unless otherwise specified by Owner in writing, Renter shall be responsible for paying the fee charged by Owner's management company for cleaning the premises after Renter's departure. The amount of the fee may vary based upon the condition in which Renter leaves the Condo. Without limiting Renter's obligation to pay a larger cleaning fee, Owner's management company generally charges approximately \$130 to clean the Condo.

7. Sublet: Renter shall not assign or sublet said premises or allow any other person to occupy the rented premises without Owner's prior written consent.

8. Laws: Renter shall comply with all building, zoning, health codes and other applicable laws for the use of the premises.

9. Hazardous or Disturbing Activities: Renter shall not conduct on premises any activity deemed extra hazardous or requiring an increase in fire insurance premiums. In addition, Renter shall not conduct any activities and will use best efforts to ensure that his guests to not conduct any such activities that disturb or annoy Condo neighbors or others using the common area facilities at Hidden Creek Condominiums.

10. Indemnification: Renter shall indemnify, defend and hold harmless Owner and his affiliates from and against any damages, claims, injuries or liabilities arising out of or relating to (a) the use by Renter, Renter's guests or any other person entering the premises during the term, of the Condo or any items at the Condo including without limitation appliances, the loft, the stairway or the sauna/jacuzzi/pool or (2) the loss during the term of any money, jewelry or property of Renter, Renter's guests or any other person entering the premises during the term. References herein to "Condo" shall include Park West Condominium common areas, such as the Jacuzzi and pool.

11. No Partial Refunds: Owner is not responsible for power outages. In addition, Owner will not refund ANY MONEY DUE TO THE FAILURE OF APPLIANCES, HOT TUBS OR DUE TO HARSH WEATHER. Owner's management company has a very capable staff and they will make every effort to have repairs done quickly and efficiently.

12. Miscellaneous: This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives. This Agreement, as modified by additional correspondence

agreed to in writing by both parties, is the entire agreement between the parties and may not be modified by any oral agreement. Renter shall be responsible for all costs, including attorney's fees and costs of suit, incurred by Owner in enforcing his rights under this Agreement.

13. Additional Terms: Check-in Time is 4:00 p.m. Check-out time is 10:00 a.m.

- Maximum occupancy is that number of persons referenced in Owner's website.
- Owner's management company will provide kitchen and bath towels, trash bags, dish soap, hand soap, paper goods and firewood. (Firewood is located in the garage.) If supplies run out, please contact Owner's management company.
- You will be charged for all long distance calls made from the Condo during the term. Long distance calls may be blocked, however, in which case you will need a calling card. Local calls are free.
- You will receive a written confirmation of your rental by return mail usually within 2 weeks of the arrival of your payment (and your check clearing). Included with the written confirmation will be directions to the management company, where you will pick up a key to the Condo and leave a security deposit. If you do not receive the confirmation within such time, please call or email as something might have been lost in the mail.

By signing below, Renter acknowledges that he has read, understands and agrees to the above terms.

Renter: _____

Name: _____ Date: _____