

## BLACK BEAR 305 CONDO RENTAL AGREEMENT

**This contract is an agreement between the Guest (Renter) and the Property Owner of (Black Bear 305). Entrance into our condo at check-in constitutes acceptance of this agreement between Owner and the Renter.**

- Renter agrees to follow the Check-In (4:00 pm) and Check-out (10:00 am) times. Please follow this schedule, as there will be someone in the condo before and after you and the cleaners require this time to clean the unit. We cannot make exceptions to this policy. Maximum occupancy in condo is 4 people
- Renter agrees to not smoke in said condo. Renter agrees to not bring any pets into our condo. Renter, renter's family, guests, children, agents, employees or visitors agree to abide by the "Rules of the Condo". Renter must be at least 21 years old with valid driver's license.
- Renter agrees that owner shall not be liable for any damages or injury to renter, renter's family, guests, agents, or employees while in our condo. Renter is responsible for any lost items in the condo and repair of any damage to the condo caused by renter, renter's family, guests, agents, or employees and agrees to replace such loss and or repair such damage at renter's expense. Renter agrees to indemnify and save harmless Owner from any and all costs, expenses, legal proceedings, attorney fees, suits, claims or demands whether from loss of life, damage to the property, or injury to the Renter, renter's agent, family, or guest entering the property or resort of every kind and nature. Renter understands that upon violation of any conditions, agreements, restrictions, covenants, and obligations of this property by force or statutory proceedings, in which case any and all monies paid by Renter will be forfeited by the Renter as liquidated damages in additions to and not in lieu of any rights or remedy available under law. Owner or Manager-Black Bear 305 may terminate this rental agreement with tenant for convenience with or without cause at the Owner's or Manager's sole discretion and may terminate and or put out tenant immediately, in the event of unpaid rent, cancelled rent check, and or irreconcilable differences. If renter submits a bad or cancelled check (insufficient funds) to Manager, then owner or Manager may charge credit card used for deposit to collect any unpaid rent and cancelled check fees. In the event of re-entry by Owner or Manager, it is herein provided that Renter shall be liable in damages to said Owner for all loss sustained. Renter shall have no further claims against Owner. This condo rental agreement between owner and renter is non-cancelable.
- Renter agrees to keep condo in good, clean condition, not rearrange furniture and promptly report any damage, inventory shortages and/or repairs needed for condo. Owner and or Manager may replace items or make repairs to condo at our discretion.
- Agent or authorized employee/repairman may enter premises at reasonable hours for the purpose of effecting necessary repairs and inspections.
- Renter agrees to not use our condo for any house/fraternity/sorority parties, youth groups, minors (unless accompanied by parents), or any unlawful or immoral purposes.
- Renter agrees to not sublet or assign this rental agreement without consent of the property owner and or Manager.
- Renter agrees to abide by our "Before You Leave" policy: Turn off all lights, air conditioning/Heating, Fireplace, TV, appliances, etc. Remove any trash or food that you brought into condo. Please place all towels on bathroom floor. Please clean up kitchen, run dishwasher or clean dishes, glasses, utensils, etc. Use owners vacuum (in hall closet) on any

spills (after clean up), sand or mess and leave condo as found when you check-out. Renter agrees to not move furniture. Please make sure front door and windows are all locked. An inspection of the condo after your stay will be performed to evaluate the condo condition.

- Upon arrival, please inspect condo. Please notify us of any problems within 1 hour of your check-in. If you have a problem you must call Manager – **Paula Kamp** at (208) 290-5768 when you arrive at check-in. Renter accepts condo as is, and as shown on our website. Renter agrees to not leave condo early before check-out, and agrees to not demand or sue for refund of rental money, if checks out early or not. No refund for early checkout or any case, except if an emergency and approved in writing by Manager. Rental premises are considered clean, decent, safe and sanitary. Renter can not use, cleanliness or ambiance / decor of condo or resort; or any excuse other than a personal emergency (approved by Manager in writing) to leave condo early, before check-out date/time, or if renter wants a refund for any reason. Owner and or Manager must have the opportunity to re-rent the condo upon your early checkout and know of any problems, so that we may correct them at Manager’s sole discretion. Renter agrees to call Manager (208) 290-5768 or email: paula@blackbear305.com, if any problems. If condo is not cleaned with fresh towels and linens upon check-in to our condo or if you find any other problem(s), Renter agrees to call Manager immediately, so that we may fix problem(s), as deemed necessary by Manager and at Manager's sole discretion. Repairs that are the responsibility of the Manager will be made at the Manager's discretion. Only emergencies, as approved by the owner and or Manager in writing, warrant early-checkout and or possible refund of rent money. Renter must request refund in writing and must be approved in writing by the Manager before we refund any money.
- Cancellation policy: Refund of \$400 security deposit (less \$150 administrative fee), if written cancellation is received before final balance is due, except if total rent paid in full with Pay Pal. Final balance typically due 1-2 months before your stay. A \$400 security deposit to hold your stay is due within 7 days of renter making reservation with Manager and or owner. Any other refunds after the date that the final balance is due or date final payment is received (if Pay Pal) must be emergencies and approved by the Manager and or owner in writing. A credit may be given towards your next stay with us on some occasions. If pay by Pay Pal, or any other form, we must talk on the phone or in person before your stay or before a date which we inform you of, so as to confirm your reservation, and get information (phone #, ages, # in party, single family, no smoking, no pets and max. of 4 people or less) from you, or your stay will be cancelled and your money refunded minus Pay Pal charge and \$150 admin fee.
- Renter agrees to contact us immediately if you have problems with anything in the condo Renter incurs damage or loss of item(s) during your stay. Please contact management immediately if there is an emergency. The owners may charge you for any services that they perform.

(Renter’s) Signature \_\_\_\_\_ Date: \_\_\_\_\_