



## SHORT TERM RENTAL AGREEMENT

This Short Term Rental Agreement (the “*Agreement*”) is made by and between Goodwin Ventures, LLC, Owners of Snow Bear Chalets and GUEST, (“*Guest*”) as of the electronic acceptance date of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Property. The property is located at 3872 Winter Lane, Whitefish, MT, 59937, on the slopes at Whitefish Mountain Resort. The property is furnished and includes household appliances, furnishings, decorations, artwork, linens, towels, kitchenwares, audio/video equipment and personal property.

The specific treehouse will be either Ponderosa, Tamarack or Cedar, as per the original booking request. Owner reserves the right to upgrade Guest into a larger or more expensive treehouse in order to accommodate other guests, without Guest’s prior permission.

2. Rental Party/Maximum Occupancy: The rental party shall be limited to the number listed on the rental reservation. The maximum number of guests is limited to 6 persons for Ponderosa or Tamarack Chalet, and 10 persons for Cedar Chalet, unless a specific written exemption has been made by Owner. An additional charge of \$100 minimum per person per night for guests in addition to above guests will be assessed.

At all times during said rental period, Guest agrees to have no more than the allowed number of guests for occupancy, (including children). If more than the stated number of guests are found to be occupying the unit, without prior written permission, Owner has the right to terminate this contract and Guest will forfeit all monies paid, including rent, cleaning, and deposits.

3. Term of the Lease. The rental period begins at 4pm on the dates in the reservation and will end at 10am, on the check out date. Check in time is 4pm and check out time is 10am. Saturday is the turn day, unless other arrangements have been approved by Owner in advance.

4. Rental Rules: Guest agrees to abide by the **Rental Rules** attached as **Addendum A** and to abide by the Rules in the Guidebook provided upon booking, 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 following rules at all times while at the property. Should Guest violate these rules, Owner reserves the right to cancel this rental immediately with **no** refund due to Guest.

5. Noise: Guest understands and agrees that they, and all members of their rental party will be respectful to our neighbors, including, driving slowly on the road to the property, not creating any noise (including music) which the neighbors can hear, especially in the evening and during the night. Any violation of this rental agreement and Guest will be required to leave immediately, with no refund for any unused rental time.

6. Access: Guest shall allow Homeowner access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner.

7. Rental Rate and Fees: The rental rate shall be as stated on the rental form, with additional guests permitted by prior written permission, at a rate of \$100/night per extra person.

a. Deposit: A rental deposit of either 50% or 100% of the rental amount is due to hold the reservation- depending upon your specific reservation. The deposit is non-refundable and will be applied toward the rental fees.

b. Balance: If not already paid in full, any balance of the rental and all taxes, insurance fees, security deposit and cleaning fees must be paid in full, 60 days prior to the Check-In Date. See the booking confirmation for the financial details. Should the reservation be made less than 60 days prior to occupancy, then the full amount shall be due at the time of booking.

8. Security Deposit: Guest shall deposit \$1,500 as a security deposit for any damages to the property. Said security deposit shall be returned to Guest within 7 days of departure, less any deductions for damages. In addition, for any reservation booked through VRBO, Guest shall purchase a \$99 insurance policy through VRBO to cover damages up to an additional \$3000. Guest understands that any repair or replacement costs shall be deducted from said \$1500 deposit prior to any insurance claim being filed. Should Guest wish to file a claim with the insurance company for reimbursement of any deduction from the \$1500 deposit, they have the right to do so.

Should said damages exceed coverage, Guest hereby assumes all liability for reimbursement to Owner for any damages caused by Guest and their party within 5 (five) business days of receipt of invoice from Owner.

9. Condition of Property: Guest shall return the premises in the same condition as received. As a part of the rental agreement, Guest will pay a \$250 cleaning fee which includes normal "turn" cleaning. Guest agrees they will be responsible for excessive additional cleaning if needed, and hereby agrees to have excessive cleaning deducted from their security deposit, at Owner's sole

discretion. Guest also agrees to leave the property in good condition with all items, furniture, etc in the same place as where they found them upon move in.

10. Cancellation Policy: Guests are advised that any initial 50% deposit and the full payment (if already paid) are NON-REFUNDABLE. Owner shall refund the balance ONLY in the case that Owner is able to re-rent the property for the same terms and conditions as the booking confirmation, attached and a part of this agreement. A 10% (of the rental fee) remarketing fee shall be charged. Rather than pay a 10% remarketing fee, Guest also has the option to receive a full credit to be used for a future rental of the property, within 18 months of cancellation.

Should Owner not be able to re-rent the property for said canceled time, no refund or future credit shall be offered. Rental Insurance (as detailed in #11 below) is recommended.

11. Travel and Vacation Rental Insurance: Life is unpredictable, therefore, we encourage all guests to purchase travel insurance. If purchased by you, this insurance reimburses you for prepaid non-refundable expenses due to certain unforeseeable circumstances that may jeopardize your vacation investment and force you to incur unplanned expenses. This can include but is not limited to sudden illness, death in the family, or property unavailability due to Force Majeure. It is strongly recommended that Guest purchase this valuable protection; however Guest has the option to decline to purchase travel insurance. You can purchase Travel Insurance from many providers. If booking through VRBO.com, a summary of the policy offered by VRBO upon checkout is approximately \$250. Should you have questions or wish to cover your stay, please contact VRBO directly online or at (877) 202-4291.

Owner is not responsible for the relocation of Guest should the house become non-habitable due to acts of God, such as wildfire, floods, tornadoes, earthquakes and natural disasters, and Owner is not liable for the costs of finding an alternative accommodation or for damages because alternative accommodation cannot be found. We recommend the purchase of trip insurance that would protect Guest from monetary loss from such an event.

12. No Assignment or Subletting: This Agreement shall not be assigned, nor the premises sublet without the prior written consent of the Owner. Guest acknowledges that they will personally occupy the property for the entire lease or rental period and will not sublet any portion of the property. Violation of these terms shall give Owner the right to immediately evict Guest and terminate this Agreement, and Guest will forfeit any right of return of any monies paid to date including any security deposit.

13. Indemnification: Guest agrees to indemnify Owner and Owner's Agent and save Owner and Owner's Agent from and against any and all claims, actions, damages, liabilities and expenses, including reasonable attorney's fees in connection with the loss of life, personal injury and/or damage to the property arising from or out of any occurrence in, upon, or about the premises, occasioned by an act or omission by Owner, Owner's Agent, Guest or other occupants.

OWNER and OWNER'S AGENT SHALL HAVE NO LIABILITY FOR DAMAGES OR INJURY to Guest or Guests: It is expressly understood and agreed that Owner and Owner's Agent will not be liable for any damages or injury to Guest or other occupants and their property from whatever cause arising from the occupancy of said premises, both inside and outside of the house, whether on the property or elsewhere.

THE SUPERVISION AND SAFETY OF ALL CHILDREN ARE THE DIRECT RESPONSIBILITY OF GUEST OR PARENTS, OR CARETAKERS OF ANY CHILDREN ON THE PREMISES, including but not limited to decks, turret, loft area, bridges, hot tub and any and all other activities on the premises.

Guest specifically accepts ALL liability for use of bunk beds and hot tub on the property and understands that Owner and Owner's Agent shall have no liability from any accidents, injuries, or death that may result from the proper or improper use of said bunk beds or hot tub. Guest accepts said liability by voluntary use of said bunk beds and hot tub.

Additionally, Guest specifically accepts ALL liability for use of the ladder, gate and screening for the turret. The turret was created for viewing from the loft floor area only. Should Guest elect to climb the ladder and use the turret, Guest does so at Guest's sole risk and with full acceptance of any and all personal liability from doing so, or for allowing other members of Guest's party to do so. Guest understands that Owner and Owner's Agent shall have no liability from any accidents, injuries, or death that may result from the proper or improper use of said ladder, gate or loft enclosure, or from any accident, injury or death that results from use or attempted use of the turret area. Guest accepts all liability for any and all members of Guest's party for access to the turret area.

14. Entire Agreement: This document and any attached addenda constitute the entire agreement between the parties. No oral statements shall be binding. This Agreement may only be amended by a written document duly executed by all parties. It is the intention of the parties that if any portion of this Agreement is invalid for any reason, such invalidity shall not void the remainder of the Rental Agreement.

15. Disputes and Jurisdiction: This agreement shall be interpreted under the laws of the State of Montana. Any dispute under this Agreement shall be resolved in the County of Flathead, State of Montana. All disputes, controversies or claims arising out of or relating to this contract shall be submitted to mediation or arbitration in the County of Flathead. If either party brings an Action to enforce its rights under this agreement, the prevailing party may recover its expenses (including reasonable attorneys' fees) incurred in connection with the Action and any appeal from the losing party.

16. GUEST ACKNOWLEDGES THAT THEY HAVE REVIEWED AND UNDERSTAND THE TERMS OF THIS AGREEMENT and the Rules and Regulations attached, and agree to be bound by them.

17. Guest and Owner acknowledge that electronic acceptance of this Agreement is legally binding acceptance of all terms and conditions, the same as if Guest had actually executed the Agreement in person.

ACKNOWLEDGEMENT of AGREEMENT On this day, the parties agree to the terms of this Short Term Rental Agreement, as evidenced by their electronic acceptance of this Agreement.

Accepted by Guest

Accepted by Snow Bear Chalets

Goodwin Ventures, LLC,  
By Gail Lynne Goodwin, Managing Member  
406-848-1771

## ADDENDUM A

# RENTAL RULES

By making a reservation at Snow Bear Chalets, Guest agrees that Guest and Guest's party will abide by these Rules and Regulations, as well as any other Rules and Regulations posted in the Guidebook or on the property.

1. Guest is renting a treehouse which is in the air and by its inherent nature, poses risk of injury, accident or death. Guest warrants that:
  - a) All children will be attended when in the treehouse, but specifically on the deck, near or in the hot tub, in the loft or turret area, on the bridge or entry deck.
  - b) No one will jump or ski off of the deck, nor will the emergency ladder be used for access off of the deck, except in the case of a real emergency.
2. The Guest understands and agrees that the Owner and/or Owner's Agent of Snow Bear Chalets are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. Guest specifically indemnifies and holds the Owner and Owner's Agent harmless from any liability. 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 whom they invite to use the premise. If all guests on this reservation do not personally sign this waiver of liability, then the primary renter accepts liability for all guests and hereby waives any Owner or Owner Agent liability on their behalf.
3. Owner and/or Owner's Agent are not responsible for the loss of personal belongings or valuables of the guest.
4. Access to the property will be available at 4pm on Saturday, the starting day of your rental week. Guest will be given a code for the key pad on the door, for private access to the chalet. The code will be provided to you at check in.
5. People other than those in the Guest party set forth in the Rental Agreement may not stay overnight in the property. The property shall not be used for gatherings of any kind for anyone other than registered Guests (i.e. dinner parties, weddings, etc.) without advance express written permission of the Owner.
6. Guest promises to keep the property and all furnishings in good order and to leave the property in the same (or better) condition than when it was rented.
7. Guest promises to only use appliances and amenities of the vacation rental for their intended uses.

8. *The Guidebook to Snow Bear Chalets*: This informative notebook will be available for you digitally prior to your stay. A hard copy will also be waiting for you in the dining room. This guide contains information about Whitefish Mountain Resort, the area, the treehouse chalet and tips to help you enjoy your stay.
9. *Children*: Snow Bear Chalets is family friendly and welcomes well-behaved children who are respectful of the property. Parents hereby agree to supervise their children both indoors and outdoors, especially in and around the hot tub, and in the bunk bed and turret areas.
10. *Housekeeping*: Linens and bath towels are included in the rental rate. A washer/dryer are provided for Guest's use. Mid-stay maid service can be arranged for an additional charge, if requested in advance by the Guest. Owner would greatly appreciate if Guest would start the first load of towels on the morning of check out.
11. *Gas Fireplace*: Please read the guidelines in the Snow Bear Chalets Guidebook on how to use the fireplace properly PRIOR to turning it on. This fireplace will get HOT so take precautions to keep children away from it when lit or when it is hot.
12. *Plumbing*: The system is very effective; however, it will clog if improper material is flushed. DO NOT FLUSH anything other than toilet paper. No feminine products should be flushed at anytime. Please use only the toilet tissue that is provided. If there is a clog in the system, Guest will be charged damages accordingly.
13. *Hot Tub*: Guest understands that a hot tub is available on the property for their private use. Guest assumes any and all liability from use of said hot tub. Guest is aware that consuming alcoholic beverages while in the hot tub increases the alcoholic effect of the alcohol. Guest will keep the hot tub closed and cover locked when not in use, and will supervise any children when using the hot tub. By using the hot tub, Guest agrees to assume all liability from said use and hereby indemnifies Owner.
14. *Weather*: Snow Bear Chalets is located in snow country. We love the snow but local roads can be snow covered, curvy and steep. Guest will be responsible for shoveling their car out should Snow Bear Chalets receive significant snow during Guest's stay. Guest pick-up and delivery service can be arranged for Guests who don't want to drive. Owner highly recommends four wheel drive and/or chains during the winter months., and cannot refund anything due to road conditions. Travel insurance is recommended.
15. *Pets*: No pets are permitted at Snow Bear Chalets at any time, not even visiting pets, inside or outside.
16. *Smoking*: Smoking is NOT allowed on the property, either inside OR outside.

17. *Alcoholic Beverages & Drugs*: Guest agrees that there will be no illegal activities on the premises, including but not limited to: possession, serving or consumption of alcoholic beverages by anyone under the age of 21; or the possession or use of any illegal drugs. Additionally, Guest accepts full responsibility and liability and hereby indemnifies Owner and/or Owner's agents for anything that happens in reference to Guest and/or Guest's party partaking of any alcoholic beverages or drugs on the property.

18. *Fireworks*: Although fireworks may be legal in Montana, they are not permitted at Snow Bear Chalets nor anywhere on Whitefish Mountain Resort at any time.

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