

Epic Getaways and Retreats, LLC
Rental Agreement – Sunrise Resort
info@myepicgetaways.com
435-799-4645

Terms of Rental Agreement – General

Indemnification and rental acknowledgement: Guest acknowledges that the Facility is privately owned, including the furnishings. We reserve the right to refuse service to anyone. Guest and their guests agree to INDEMNIFY and hold harmless Sunrise Resort at Harbor Village (Sunrise) for any and all claims, including those of third parties, arising out of or any way related to guest's use of premises, or the items of personal property provided therein. Guests assume the risk of injury or other losses relating their stay within the premises as well as all outdoor amenities, both natural and manmade provided on property. This includes but is not limited to trees, beach access and water front, fences, steps, etc.... All activities both in and outside will be done at guests own risk. Guests will not hold Sunrise responsible for any accidents, injury, or loss of life resulting from the activities or any unforeseen events conducted on property.

Check in/Check out: The Guest and their invited guests staying at the rental property (guests) understand and agree that check in time is 4:00 PM at the Onsite Office at the Resort. Check out is no later than 10 a.m. Exceptions to this will be granted if possible on a case by case basis. **An additional night stay will be charged for unauthorized late check outs. Additionally, no refunds will be given for early departure or shortening of stay.**

Minimum age requirement: Guest listed above must be a minimum of 21 years of age and must be at rental property the entire stay. **Driver license must be presented for inspection upon check in if age appears to be in question.**

Use of premises: Guests understand and are entirely responsible for any property damage, accidental injury to any person(s) or loss of any kind sustained by any person staying at Facility. Guest will be present during check in on location and shall inspect with Sunrise representative the property. During check in process, Guest will be instructed on use of all appliances, electronics and all on site personal property. During walk through upon check in, any existing damage or nonworking appliance will be noted with Property Manager.

Occupancy and use of premises shall not be such as to disturb or disrupt neighbors or residents. Resort is for individual, family, and corporate type use. If a disrupting situation develops, all guests will be asked to leave immediately without refund. **“House Parties” are not allowed.** If a house party occurs, occupancy of Resort will be terminated immediately without refund and a fine of \$500 will be charged immediately to Guest's credit card held on file.

No campers, tents, RV's, Travel Trailers and Motorhomes are allowed on premises or in parking lots. Epic RV Park and Beach can provide full accommodations. Please refer to www.epicrecreation.net for full accommodations.

If furniture is rearranged, it must be returned to its proper placing prior to checkout. Under no circumstances are they to be moved from room to room or floor to floor. A \$50 fee will be charged if cleaning crew has to resituate furnishings from room to room or floor to floor.

Damage/Theft: Guests agree to leave the premises as it was found, in a generally clean, undamaged condition. Guest shall be responsible for all damages whether intentional or not and caused by any member of the party staying or visiting the Facility. **The credit card on file is authorized for charge of any/all damages or theft occurring during the scheduled stay.** Guest authorizes Resort and its management to charge any expenses related to theft or damage, cleaning of Facility beyond normal wear and tear

Alcoholic Beverages/Illegal Drugs: Consumption of alcoholic beverages in Facility is limited to persons of legal age. Guests understand that there is to be no excessive drinking of alcohol, nor illegal drug use. Violation of this condition will result in immediate eviction of the Facility, local authorities will be notified for violations and no refunds will be given.

Right of Entry: Resort Management reserves the right to enter Facility at any time to investigate disturbances, check occupancy, check damages, and make repairs as management deems necessary. Prior notice will attempt to be given.

Occupancy: Resort occupancy is to be limited to the maximum number of guests allowed. Under special preapproved circumstances, a variance may be granted. Such variance must be granted prior to day of check in. If upon inspection, limit is breached, incremental guests will be asked to vacate premises. If guests fail to comply, entire party will be asked to vacate premises without refund. This is for the guest's protection and safety. Visitors are welcome at any time but cannot stay overnight.

Pets: NO pets allowed in or on the premises. Violation of this term will result in Guest being charged a minimum of a \$500 cleaning fee. Such fee will be used to professionally clean carpets and furniture, repair any damages, or clean up. No exceptions, so please don't ask.

Smoking: NO Smoking allowed in or on the premises. Any evidence of a violation will result in a charge of at least \$1,000 depending on the cleaning needs.

Fireworks/firearms/explosives: Fireworks are NOT allowed, nor any discharge of a firearm or explosives. This to protect against fire risks and safety to guests.

Items left in Unit: Please make sure all personal items are removed from Resort upon departure. If any items are discovered during the cleaning process, we will contact you but will not be held responsible for items left in Facility. Shipping and mailing costs if incurred will be paid in advance by credit card with a 3% fee of such costs.

Malfunctions. We do our best to ensure that all appliances, utilities and amenities do not fail but cannot guarantee. Upon notice from guest, immediate efforts will be made to remedy any problems. Guest understands and agrees that there are circumstances beyond management's control and no recourse of action will be brought against them for these circumstances. If an ongoing power or other utilities failure exists, property manager will work with guest to ensure fair and partial refund if stay is shortened. In case of failure of appliances or other on site amenities, management will do all that is possible to repair or replace in a timely manner the failure. Potential discounts or refunds will be discussed on a case by case situation.

Parking: Vehicles are to be parked in designated parking areas only. Parking on yard is not permitted. Any illegally parked cars are subject to towing with applicable fines/towing fees being sole responsibility of vehicle owner.

No Daily Maid Service: Daily Resort service is not available at Facility. Resort is fully equipped with laundry facilities that are accessible by guests (excluding Condos and individual room rentals). **Bath towels and linens are not be removed from resort for any purpose.** It is recommended that guest bring their own beach towels for use at beach and pool. These types of towels are not provided. Please remove sand and hang to dry before bringing into Facility after each use. Count of all towels and linens will be performed by cleaning crew upon check out. Guest agrees to pay in full for any replacement of such missing towels or linen at retail pricing.

Facility Supplies: Supplies provided in rental arrangement are as follows: Hand and bathing soap; dish and dishwasher detergent; toilet paper; trash bags; paper towels. Cooking spices included: salt and pepper. Kitchen appliances and

utensils: dishes; cooking and eating utensils; serving bowls; strainers; oven; gas stovetop; microwave; mixer; crockpot; coffee pot; griddle; and outdoor barbeque grill (April-Oct). This list is meant to inform Guest of amenities. It is not fully inclusive and may change at any time. Facility comes with linens and towels for stated capacity. Inventory is taken by cleaning crew after each guest stay. Any missing items will be charged to guest

Owner closets/garages: Each Facility has locked owner closets and garages. Guests agree to not disturb or tamper with any locks or doors. Access to such closets/garages are not part of rental agreement.

Fire pits: No outdoor fires are allowed on premises other than in provided and established fire pits. Firewood is NOT provided. If evidence of external fire in non-approved location is discovered, a fine of \$500.00 will be assessed and charged directly to credit card on file to ensure proper cleanup.

Satellite TV remotes and equipment: At check in there will be a thorough inspection and operating instructions with guest for all TV's, remotes, and theater equipment. Upon NO circumstances are any remotes to be taken from the facility and the theater equipment to be moved, handled or tampered with in any way. Such violation of this policy will result in a \$200 charge to be assessed and billed to card held on file. No exceptions granted.

Terms of Rental Agreement – Deposit/Damage/Cancellation policies

Forward Reservation Price Adjustments: If any taxing entity changes their required sales and lodging type taxes after the initial reservation was completed, the change will be reflected in the final amount due from the Guest at time of check in.

Payment: A deposit of 50% of total balance is due at time of reservation. The remaining 50% will be processed automatically with card on file 2 days prior to check in.

Security and Damage Deposit: Guest agrees to leave a credit card on file at time of booking as a security deposit for any cancellations or damages to the property or its contents during their stay. Guest agrees the credit card on file may be used to pay for any cancellation fees or damages caused by guests or visitors of guests to the rental property, its furnishings and equipment or any items missing from the rental Facility during their stay. If the card on file cannot be processed for any reason the Guest must provide payment for damages in some other suitable payment form. Guest will be responsible for all legal fees associated with any resolution of such dispute and done in accordance with Utah Law.

Cancellation policy:

A grace period of 5 days from time of reservation is granted with a 6% cancellation fee. From 6th day after reservation until 90 days prior to check in date, a cancellation fee of 20% of the total rental will be charged if cancelled. If cancellation takes place less than 90 days before the check in date and the property is not re-rented for the cancellation period, then the entire deposit shall be forfeited. If the unit is re-rented, the deposit, less the 20% cancellation fee, will be refunded. Cancellations less than 14 days will be charged the full rental amount.

Weather Policy: Inclement weather does not constitute reasoning for any type of cancellation. Normal cancellation rules will apply. During winter months, vehicles with all wheel or 4 wheel drive are recommended. Roads to all Facilities are plowed but can be snow or ice covered.

Change policy: Any request in change of dates for entire reservation in which the arrival date is greater than 1 year from request, such request will be reviewed and accommodated if possible. Any request within 1 year of check in date will be subject to Cancellation policies as outlined in this contract. For any partial reduction in rooms on an entire facility reservation, Guest will be responsible for entire contracted original amount. Guest will be credited any rental income achieved by Sunrise Resort for rooms that Guest did not use.

Terms of Rental Agreement – Check out procedures

Garbage Removal: All garbage must be bagged in provided trash bags and taken to nearest dumpster or onsite garbage cans prior to departure.

Used linen and towels: All used linen must be removed from beds and piled in wash room. Any wet towels must be hung for drying or if dry, piled in wash room.

General clean up: Please clean up liquid spills, pick up trash, etc.... Please report any damages immediately to Property Manager.

Keys and FOBS: If any Key FOB's, or Keys are lost, Guest will pay a minimum of \$25 for the costs of replacing, rekeying or replacing of the locks.

TV's, remotes, and theater equipment: An inspection with the guest will be done prior to leaving ensuring all equipment is working as it was upon check in.
