

AWESOME INVESTMENTS II, LLC
dba AWESOME SKI-IN SKI-OUT CONDOS
#5022-23 Silver Mill House, Resort Plaza
Park City Mountain Resort Base, Park City, UT 84060

RENTAL TERMS AND RULES

1. CHECK-IN/CHECK-OUT.
 - a. Check-in time is 4:00pm. Guests may be required to provide credit card information at check-in as security against additional charges or damages.
 - b. Check-out time is 10:00am. Departure must be prompt in order to allow for proper cleaning and readying of the unit for the next guests. This agreement does not create a tenancy or residence. Guests who do not depart on time will be charged a nightly rate equal to the published nightly rate.
 - c. In the event the booking guest may not be the first person arriving, owners must have a prior written request from such guest for keycode release to other parties. The check-in office can only provide access to the person whose name appears on the rental documents, unless such written permission has been provided in advance. Only those guests listed on the Rental Agreement may stay in the condo.

2. DEPARTURE INSTRUCTIONS.
 - a. Leftover food in the refrigerator and cupboards should be thrown out.
 - b. Dirty dishes and detergent should be loaded into the dishwasher and dishwasher started.
 - c. Sliding doors and windows should be closed/locked and lights turned off.
 - d. If air mattresses were used, deflate and return mattresses and pads to closet. Sheets and pillow cases should be left out for housekeeping to launder.
 - e. ALL TRASH CANS AND WASTEPAPER BASKETS MUST BE EMPTIED AND TAKEN TO THE TRASH BINS LOCATED BENEATH THE ROCKY MOUNTAIN CHOCOLATE FACTORY.
 - f. Condo should be locked upon leaving.
 - g. Any additional departure instructions or procedures adopted by owner and communicated to guest prior to or during the stay or as posted in the unit, should be completed.

3. USE LIMITATIONS.
 - a. No smoking or vaping is permitted in the condo at any time.
 - b. Animals are not permitted in the condo under any circumstances.
 - c. Overnight occupancy is limited to 7 persons. The property shall be used exclusively for residential purposes and shall not be used for any illegal purpose, or in any manner inconsistent with local, state or federal laws or in any manner so as to create a nuisance.
 - d. Occupancy is limited to family groups or groups of adults 24 years of age or older, unless married. Student groups, sports teams, sorority, fraternity or other non-family groups under the age of 24, are not permitted. If a group misrepresents themselves, they will be evicted immediately without refund.
 - e. Nothing shall be left unattended on balconies, including, but not limited to: skis, snowboards, bicycles, toys, trash or debris.
 - f. TRASH BAGS ARE NOT TO BE PLACED IN THE HALLWAY AT ANY TIME.
 - g. If towels are taken for use to the fitness center/pool, they must be returned to the condo.
 - h. Quiet hours in the building are 10:00pm to 8:00am daily.
 - i. No subletting.

4. LIABILITY FOR DAMAGES. A \$500 security deposit is collected or held on credit card from guest at booking as security against loss or damage to the condo or common areas and/or facilities or for additional fees incurred during the stay; however, guest's liability for damage is not limited to \$500 to the extent damages exceed this amount. If smoking, vaping or animals are detected in condo, guest will be charged \$500 for additional cleaning. Also, to avoid a charge against the security deposit, the following conditions must be met:
 - a. ALL TRASH HAS BEEN REMOVED FROM THE UNIT AND PROPERLY DISPOSED OF IN THE BINS BELOW ROCKY MOUNTAIN CHOCOLATE FACTORY.
 - b. No damage is done to the condo, its contents, or the common areas, beyond normal wear and tear.
 - c. No un-paid charges are incurred due to: services utilized during the stay, including additional housekeeping, linen or towel replacement; collection of rents; cancellation or change of occupancy; pets or contraband.
 - d. Leftover food is removed and dishes are placed in the dishwasher and dishwasher started.
 - e. The condo is left locked.
 - f. Any charges incurred during the stay are paid prior to departure.
 - g. No linens are lost or damaged.
 - h. The renter is not evicted by the owner (or by a representative of the owner) nor by local law enforcement.
 - i. All Departure Instructions and procedures have been completed.

5. PAYMENTS. All payments must be made in accordance with the Rental Agreement, these Rental Terms and Rules, the Cancellation Policies, and/or those terms and conditions agreed to by virtue of booking through our online listing(s). If a personal check is returned for non-sufficient funds or a credit card payment rejected or charged back, the guest will be charged any resulting fees, including attorney's fees. Guests are responsible for payment of all nights confirmed and/or occupied, regardless of guests' late arrival, early departure or late departure. No refunds will be made, and no exemption from agreed to rental payments will be granted, for reasons

that are beyond owner's control, including, but not limited to weather, road conditions, acts of nature, closure of certain amenities, appliance issues that do not affect habitability, family or local emergencies or health issues. Guests may purchase travel insurance to protect themselves against some of these risks. Force Majeure – There may be circumstances beyond our control and contemplation at the time of the booking, in which the property might not be available for your booking. Examples include, but are not limited to, destruction of, or severe damage to the property. In the event of Force Majeure, or a sale of the property, we will do our best to make alternative arrangements for you when possible. If we cannot, or if the alternative arrangements are not acceptable to you, then we will refund monies paid. This will be the full extent of our liability to you in such circumstances, and we will not be responsible for any other costs connected with any such cancellation, howsoever arising.

6. **CANCELLATIONS.** Cancellation of all, or part, of your reservation after Down Payment or First Payment, is subject to a \$250 fee. This includes "shifting of dates." First Payment is non-refundable if any dates are canceled within 60 days of arrival. All payments are non-refundable if any dates are canceled within 45 days of arrival. Early departure does not warrant refund of any payments. **OWNERS STONGLY RECOMMEND GUESTS PURCHASE TRAVELERS INSURANCE, SPECIFICALLY A 'CANCEL FOR ANY REASON' POLICY.**

7. **HOUSEKEEPING AND MAINTENANCE.** The unit will be clean upon guest arrival. If the unit has not been prepared satisfactorily, or if there is a maintenance issue upon arrival, guest must notify Belinda Simile, owner, within 24 hours to report the issue. Guest must allow owner the opportunity to correct the issue in a timely manner. For maintenance issues that *arise during your stay*, please contact the Resort Plaza Check-In Office, 435-649-5112. After hours, for maintenance items of an *emergency nature*, contact Identity Properties' after-hours number, 435-640-1255.
Rates include a one-time linen/towel set-up. There is no daily maid service included in the rental; however, linens and bath towels are furnished in the unit and there is a washer and dryer in the unit for the convenience of guests. Arrangements can be made, prior to guest arrival, for daily maid service, daily towel service or a mid-week clean. Such arrangements would be at guest's expense. Unless FULL housekeeping services are arranged in advance, **GUESTS ARE RESPONSIBLE FOR THEIR OWN TRASH REMOVAL DURING THEIR STAY AND UPON DEPARTURE. IF TRASH IS NOT REMOVED, GUEST WILL INCUR AN ADDITIONAL HOUSEKEEPING FEE.**

8. **UTILITIES & ACCESS.** Water, sewer, heat, electricity, gas and cable is provided. Most cell carriers have service on the property. Guest agrees to permit access as needed in event of utility repair, appliance repair, plumbing issues or for real estate showings if the property is listed for sale.

9. **PARKING PASS.** One parking pass to the underground parking garage in The Lowell building will be issued at check-in for the duration of a guest's stay. Pass should be displayed in the window/dash of the guest's vehicle at all times. Failure to display may result in booting and/or towing of the vehicle at guest's expense. Open parking lots on Lowell Avenue are NOT for overnight parking. Vehicles left overnight in open lots will be towed.

10. **COMMON FACILITIES.** The unit you are renting is located within a condominium association and adjacent to Park City Mountain Resort with certain amenities and common areas (including but not limited to swimming pool, hot tub, fitness facilities, elevators, ski lifts, garage, etc.) An occasion may arise whereby, for reasons beyond our control, these amenities may not be fully functional or available, or may be under repair or maintenance by the management, such that the use of these areas and/or amenities are limited during your stay. While we recognize and regret any resulting disappointment and inconvenience to our guests, we cannot be responsible for any such events of outage or unavailability and shall have no responsibility or obligation to grant any discount or refunds as a result. Locked areas, doors and cupboards are private owner storage and are NOT to be entered or opened by guests.

11. **DAMAGE, LOSS AND INDEMNITY.** Guest is responsible for any damage or loss to the unit, unit's personal property or common areas or facilities caused by guest or guest's invitee. Guest agrees to pay for any such damage or loss, and authorizes owners to charge said loss or damage to guest's credit card. Guest acknowledges the inherent risk of renting the property for themselves and their guests. Guest agrees to indemnify and hold owners harmless from all claims for damages to persons or property by reason of the use or occupancy of the property or common areas or facilities, and Guest shall repay owners for all expenses incurred thereof by owner, including attorneys' fees and court costs.

12. **FALSIFIED RESERVATIONS.** Any reservation obtained under false pretense will be subject to forfeiture of any payments and/or rental fees and the party will be prohibited from checking in and/or evicted from the premises. Third party bookings are not permitted. The responsible party signing the Rental Agreement must be paying with a credit card in his or her own name.

13. **WRITTEN EXCEPTIONS.** Any exceptions to the terms and conditions of the Rental Agreement and these Rules and Regulations must have prior written approval of owner.

SIGNATURE: _____ DATE: _____ (Revised 11/19/2021)