

RENTAL AGREEMENT AND WAIVER OF LIABILITY

Location: \_\_\_\_\_

Check-in date: \_\_\_\_\_ Departure Date: \_\_\_\_\_

In consideration of the above described premises, lessee agrees as follows:

1. LESSEE shall make the following described payments and financial arrangements prior to occupancy:

Rental deposit guarantee with major credit card with reservation of \$100.00 (non-refundable if reservation is cancelled within a 30 day period prior to reservation date)

Security deposit as held by major credit card at time of arrival (number to be held until inspection of home is completed after departure to ensure no damages have been incurred.)

Rental Rate per day / week is \$ \_\_\_\_\_ and is due in full upon arrival.

Number of persons to occupy premises, including small children: \_\_\_\_\_

2. The Security Deposit held by your credit card number is to secure the faithful performance of this agreement and obligations relating to the rent, repairs and professional cleaning services for any damage caused during your occupation of the premises, or any additional charges you shall make, or services you employ. If, on termination of this tenancy for any reason, the LESSEE does not leave the unit in a reasonably clean condition, then any portion of the Security Deposit may be applied as may reasonably be necessary to put the premises in such clean condition.

3. No pets are allowed.

4. No smoking is allowed.

5. Washers, dryers, dishwashers, televisions & sound equipment are not guaranteed. If they are in the unit, Sunset Canyon Tours or owners assume no responsibility for keeping them in working order.

6. The LESSEE shall not make any telephone toll calls from the main house without permission from the LESSORS, and if such permission is granted, shall assume all costs incurred by using their own credit card for such long distance calls, or by calling their party collect.

7. The LESSEE shall return the house keys to the office upon checking out. There will be a charge for unreturned keys.

8. The LESSEE shall report promptly any breakage or damage incurred during his stay or any appliance which is not working properly.

9. If the LESSEE defaults in payment of rent or in the performance or compliance with any term,

condition or regulation hereof, Sunset Canyon Tours, at its option, shall terminate the occupancy of the tenant and landlord may re-enter the premises and retake possession and recover damages, including costs and attorneys fees.

10. The Security Deposit held by your credit card number, if unused, will be destroyed after inspection of the unit.

11. Persons holding over after expiration of rental term without consent of the landlord will be considered tenants at sufferance or trespassers, at the option of the landlord, and will be liable for treble damages.

12. I (we) hereby voluntarily accept all risk of personal injury, death and property damage (including personal property) to myself (ourselves), our family or anyone on the Premises with our permission, which injury or damage results from our use of the Premises. Furthermore, I (we) agree that I (we) will not make a claim against or sue the Owners, Sunset Canyon Tours, Sunset Canyon Ranch, its owners or employees, family, or related entities, for any bodily injury, death, or property damage. I (we) understand that this is a release of Owner and agents from any and all liability with respect to any claims brought by invitees for any damage or injury.

ACCEPTED AND AGREED BY LESSEE(S) AS EVIDENCED BY SIGNATURE:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRINTED NAME

Mailing Address: (Please use same address where credit card is billed)

\_\_\_\_\_  
\_\_\_\_\_, Zip: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

Credit Card: Visa / MC/ Discover / Novus (please circle)

Card Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

3 digit security number: \_\_\_\_\_