



Georgetown Lake
V A C A T I O N S

1107 Lewisohn Butte, MT 59701
1-800-878-0085 Fax: (406) 782-5157

Rental Agreement

In consideration of the monies received and the mutual promises contained herein, Georgetown Lake Vacations, Manager (Manager) of the subject property (Property) hereby agrees to give a license to use the Property to the undersigned, (herein referred to as Guest), on the Property and dates described in the reservation form and in the confirmation letter or e-mail (herein referred to as Confirmation), under the conditions stated herein.

Agency

Georgetown Lake Vacations, Manager, is an agent of the owner of the Property and represents the best interests of the owner at all times. Manager will do everything in his power to meet the needs of the Guests as this ultimately also represents owner's interests by bringing in repeat business.

Cancellation Policy

- If a Guest must cancel his reservation, the cancellation or request to transfer to another rental home must be in writing. Oral communication, even in an emergency situation, will not be deemed received until receipt of written notification.
- Canceling within 60 days of arrival date, or after arrival date, forfeits all payments. If Guest cancels within 60 days, a refund of payments may be provided if Manager is able to rent the property for the same period. If Manager has to rent for a discount, Guest will receive a pro-rata refund. We highly recommend that Guest purchase Trip Cancellation/Interruption insurance to protect Guest from anything that is out of the Guest's control.
- Canceling 61 or more days prior to arrival date forfeits the \$50.00 reservation fee and all insurance payments, but all other payments will be returned.
- If Guest transfers to another home, a \$50.00 transfer fee will be charged.

Payment Policy

- Guest agrees to pay 50% of the total cost as outlined in the Confirmation within 14 days of the reservation. The total cost includes a nonrefundable reservation fee of \$50.00, applicable fees and taxes, and rent.
- Guest agrees to pay the remaining 50% of total cost and the refundable security deposit on the date due (30 days prior to arrival date) and in the amount specified on the reservation form and in the Confirmation.
- Payment must be in US dollars. Accepted forms of payment are personal check, Paypal, money order, cashier's check, or RentPayment.com. No personal checks will be accepted within 30 days of arrival date.
- There is a \$50.00 late payment fee.
- There is a \$25.00 returned check fee.
- All payments are deposited in Manager's interest-bearing "Trust Account" with all interest accrued payable to Manager.

Security Deposits

- Guest agrees to pay Manager a refundable key deposit in the amount of \$20.00.
- Guest agrees to pay Manager a refundable security deposit in the amount specified on the reservation form and in the Confirmation. Guest agrees to pay Manager the amount of actual damages to the Property arising from use of the Property, as well as for missing items, excessive clean-up, and, if necessary, the cost incurred in removing Guest from Property. Security deposit, less any costs, will be returned within 15 days of departure.
- An Inspection Sheet with the Property's condition and inventory of all household items will be left on the dining table within the Property. Guest must inspect the Property upon check-in and must report any discrepancies found in inventory or inspection within 24 hours of arrival or Guest will be charged for damages or loss of inventory noted upon check out.

Check In

- Each property has a lock box with keys inside. Guest will receive an email, with the security code for the lock box at the Property, at least 7 days prior to arrival. Manager will make every attempt to meet Guest at Property upon arrival to go through the Property together and answer any questions Guest may have. Guest may check in between 3:00 p.m. and 6:00 p.m. on the arrival date. Earlier check-in times may be arranged if Manager has had time to clean and/or maintain the Property prior to check-in.
- Manager reserves the right to extend check-in time to 6:00 p.m. due to unusual circumstances where we are unable to get the unit cleaned in time.
- Keys will not be left in lock box unless Manager has full payment, full security deposit, and a signed rental agreement...no exceptions.

Check Out

- Guest agrees to check out no later than 11:00 a.m. on the departure date specified in the Confirmation.
- Late check out fee is \$50. Other parties may be checking in that same day and we need time to clean.
- Please leave the home as you found it. Pick up trash, wash dishes, leave furniture as originally found, and generally tidy up after yourself. Close and lock all doors and windows. Turn off all lights.
- Leave keys in lock box. Keys not left in lock box will result in forfeiture of the key deposit.
- Often a Guest is scheduled to begin a vacation in the Property on the same day as the checkout day of another prior Guest. If Guest stays even one additional day, Manager would face significant logistical problems with the next Guest, including possible liability. As such Guest agrees to vacate immediately on the checkout day at 11:00 a.m. Failure to do so will entitle Manager, in addition to all other remedies available to it, to have Guest ejected by law enforcement as trespasser and to physically remove Guest and all of Guest's possessions from the Property (for which Guest hereby grants permission and consent) and obtain damages and injunctive relief against Guest.

Occupancy

- The occupancy level agreed to at time of reservation is specified in the Confirmation. The maximum number of occupants allowed in the Property is specified in the Confirmation and has

been set by the Montana Department of Health for the Property. Children over the age of 3 are counted.

- Overcrowding or misrepresentation is grounds for immediate revocation of the license to the Property and removal of Guest without a refund.
- The Guest is the person who will occupy the Property. Parents may not book Properties for their children. The Guest must be present at the Property for the time of the reservation and take full responsibility for the Property.

Vacation Home vs. Hotel

Vacation homes differ from hotels. A vacation home requires that Guest be somewhat self-sufficient. Although the Manager will do everything in their power to accommodate a Guest's request, the Manager cannot respond to requests in the same way that a hotel can. When Guest rents a vacation home, they get the comfort and convenience of a home away from home, but Guest will not be able to "call the front desk" 24 hours a day. Manager expects Guest to:

- Change a light bulb if one goes out during your stay. Light bulbs are located under the kitchen sink.
- Replace the toilet paper or paper towels if they run out while you are there. Toilet paper is located in a bathroom cabinet. Paper towels are located in a kitchen cabinet.
- Keep the place tidy during your stay or at the very least tidy-up before you check out (see checkout procedures above). This includes doing the dishes, cleaning up spills, etc.

Grilling

Grilling is permitted only on concrete driveways or in a built-in grill. Absolutely no charcoal grilling is allowed on decks, porches, or near wooded areas. If a grill is provided with the Property, Guest agrees to clean the grill after their use of the grill.

Open Fires

Some properties allow open fires in designated fire pits and others do not allow fires on the property at any time. The owner of each property determines if open fires are allowed. Open fires are not allowed on the Property unless a designated fire pit has been provided. If a designated fire pit is available, Guest may only use the fire pit when the U.S. Forest Service has determined that the fire danger is low to moderate. Montana has a very dry climate and there are times when absolutely no open fires or charcoal grilling is allowed. Manager will post the U.S. Forest Service determination of fire danger at the property if it is high and fires are prohibited. All fires must be properly extinguished.

Telephone

Guest is responsible for all toll calls from the home. Most homes block long-distance. Guest can use a calling card or reverse charges for any toll calls. If long-distance is not blocked in the Property, the cost of any toll calls will be deducted from Guest's security deposit.

Messages

Manager will not deliver messages, except in the case of extreme emergency (serious illness, accident, or death).

Smoking Prohibited

Smoking is not allowed in any of our Properties. Guest may smoke outside the Property, but must be aware that Montana is prone to forest fires due to our dry climate. Guest must extinguish all items completely.

Pets

The owner of each Property determines if pets are allowed. If pets are allowed in a home Guest is using, Guest agrees to pay a nonrefundable pet fee in the amount specified in the Confirmation for additional cleaning. Guest also agrees to pay a refundable additional security deposit in the amount specified in the Confirmation. Pet owners are financially responsible for damages caused by their pets. Pets found in properties that do not permit pets is cause for immediate termination of the license to use the Property with no refunds. Guest must declare all pets. No exotic pets, cats, or birds are allowed in any of the Properties.

Smoke Detectors

Guests are required to promptly report inoperative smoke detector(s) to Manager.

Care of Home

All homes are privately owned. Please respect the Property you are using and treat the home as if it were your home away from home. Use care when on decks, stairs, tubs, as they may be slippery. Guest assumes the entire risk of injuries arising from use of the Property. Guest agrees not to rearrange bedding or furniture.

Refunds

Absolutely no refunds will be given due to bad weather, breakdown of appliances, TV's, VCR's, or hot tubs, maintenance problems, disruption of utility services, or early departure due to emergency. Every effort will be made to remedy inconveniences that are beyond our control, but no refunds will be given.

Personal Property Loss

- Manager, Owner, or Owner or Manager's insurance shall not be liable for any personal property loss or damage including personal property owned by Guest's visitors including any vehicles whether owned, leased, or rented where it shall appear that such loss occurred without the fault or negligence of Owner, Manager, or Manager's employees.
- Manager is not responsible for items left behind by Guest. Items left behind will be held for a maximum of two weeks. After such time, all unclaimed items will be delivered to a local charitable organization. Upon request by Guest, any items left in the premises will be returned C.O.D. at Guest's expense through a mailing service.

Liability of Parent

Small children are the responsibility of the Guest. Children should not roam free on balconies, climb on furniture, hang out of windows, or engage in other unsupervised activities. Use of Property is at your own risk. Parent or guardian takes full responsibility for all lost or broken items and any damages to the Property of any kind due to the action of a minor.

Eviction

Manager may evict Guest for nonpayment, disturbance of the peace, illegal activity, destruction or threat of destruction of Property, threats of harm to other Guests, or refusal to abide by the reasonable standards or policies established by the Manager for the operation and management of the Property.

Restrictions on Property Use

Guests are prohibited from engaging in any unlawful activity or any other activity that constitutes a nuisance. Violation of this provision will result in immediate eviction without refund, and Guest will be held liable for any damages to the Property, contents and grounds.

Firearms

Guests are prohibited from discharging any firearms on the Property.

Manager's Right to Enter Premises

Manager reserves the right to enter the premises at any time for the purpose of effecting necessary inspections, repairs, maintenance, and to show the Property if it is for sale. Manager shall make every effort to give Guest 24 hours notice prior to entry.

Indemnification

Guest agrees to release Manager from and against all liability should anyone be injured upon the premises during the term of occupancy resulting from any cause whatsoever, except in the case of personal injury caused by willful gross negligence on the part of the Manager. Guest understands that there are special risks that may be involved with using special features, i.e. spa, hot tub, Jacuzzi, whirlpool, gas grills, etc., as well as using other areas of the property. Guest agrees to use care when on decks, stairs, tubs, etc., as they may be slippery.

Governing Law

The terms and conditions stated herein shall be interpreted by and governed under the laws of the State of Montana and any action arising out of this agreement shall be litigated in the State of Montana.

Attorney's Fees

Should guest breach any of the terms of this Agreement or should Guest be liable pursuant to any of the terms of this Agreement due to Guest's or Guest's visitors' negligence or misuse, then Guest shall be liable for all costs, damages and expenses incurred including reasonable attorney's fees.

Invalid Provisions

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance hereof. Furthermore, in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as part of the Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible to still be legal, valid or enforceable.

Entire Agreement

This Agreement sets forth the entire understanding of the parties and supersedes all prior agreements or understandings, whether written or oral, with respect to the subject matter hereof. No amendment or modification hereto shall be binding unless made in writing and signed by the parties hereto.

Waiver

The waiver by either party hereto of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of a subsequent breach of same provision by any party or of the breach of any other term or provisions of this Agreement.

I accept / decline Trip Cancellation/Interruption Insurance.

If pets are allowed in the Property and you are bringing a pet, please sign here and indicate # of pet(s) and type of pet(s). No cats, birds, or exotic pets are allowed.

_____ # of pet(s) ____ Type: _____
Guest Signature for Pets

By signing below, Guest acknowledges that Guest has read and agrees to all terms set forth in this Agreement.

Guest Signature _____ Date _____

Guest Printed Name _____

Guest Signature _____ Date _____

Guest Printed Name _____

Manager Signature _____ Date _____