



Rybalka LLC. dba Cabins West Lodging P.O. Box 1471 West Yellowstone, MT. 59758 1-406-579-0406

This Rental Agreement along with the Rules and Understanding Agreement (“Agreement”) is a legally binding agreement made and entered into as of Reservation Date:

by and between the undersigned person(s) or company (the “Guest”) and the undersigned owner, manager or agent (“Rental Agent”), pursuant to which the Guest has agreed to rent the **Cabins West Lodging - Absaroka Cabin** (“Property”), for the duration of the the Rental Term for the Total Rental Fee previously agreed upon by both the Guest and Rental Agent.

OCCUPANCY

Guest agrees that no more than 17 persons (Guest, permitted guests, visitors) shall be permitted on the Property at any time during the Rental Term, all of whom shall comply with the conditions and restrictions imposed upon Guest under this Agreement.

CONDITION AND USE OF PROPERTY

Rental Agent shall use its best efforts to ensure the operation of all amenities in the Property, such as internet access, satellite TV, appliances, fireplaces as applicable. Rental Agent shall not be held responsible for such items failure to work, but will make every effort to correct any issues within reasonable time from when reported, based on the specific circumstances of the instance. Guest acknowledges that use of amenities such as decks, fireplaces, charcoal or propane grills, and the like may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children, and such use is at the Guest’s own risk.

Guest shall use the Property for residential purposes only and in a careful manner to prevent any damage or loss to the Property and keep the Property in clean and sanitary conditions at all times. Guest and any additional permitted guests shall refrain from loud noise and shall not disturb, annoy, endanger, or inconvenience neighbors, nor shall Guest use the Property for unlawful purposes, nor violate any law, Property rules or ordinance, nor commit waste or nuisance on or about the Property.

DEFAULT

If Guest should fail to comply with the conditions and obligations of this Agreement, Guest shall surrender the Property, remove all Guest’s property and belongings and leave the Property in good order and free of damage. No refund of any portion of the Total Rental Fee shall be made and if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all fees and costs incurred.

RISK OF LOSS AND INDEMNIFICATION

Guest agrees that all personal property, furnishings, personal affects and other items brought into the Property by Guest or their permitted guests and visitors shall be at the sole risk of Guest with regard to theft, damage, destruction or other loss and Rental Agent shall not be responsible or liable for any reason whatsoever.

Guest hereby covenants and agrees to indemnify and hold harmless Rental Agent and their agents, owners, successors, employees and contractors from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, attorneys fees incurred by Guest, permitted guests, visitors or agents, representatives or successors of Guest due to any claims relating to destruction of property or injury to persons or loss of life sustained by Guest or family and visitors of Guest in or about the Property and Guest expressly agrees to save and hold Rental Agent harmless in all such cases.

RELEASE

Guest hereby waives and releases any claims against Rental Agent, the Property owner and their successors, assigns, employees or representatives, officially or otherwise, for any injuries or death that may be sustained by Guest on or near or adjacent to the Property, including any common facilities, activities or amenities. Guest agrees to use any such facilities or amenities entirely at the Guest’s own initiative, risk and responsibility.

ENTRY AND INSPECTION

Rental Agent reserves the right to enter the Property at reasonable times and with reasonable advanced notice for the purpose of inspecting the Property or showing the Property to prospective purchasers, renters or other authorized persons. If Rental Agent has a reasonable belief that there is imminent danger to any person or property, Rental Agent may enter the Property without advance notice.

UNAVAILABILITY OF PROPERTY

In the event the Property is not available for use during the Rental Term due to reasons, events or circumstances beyond the control of Rental Agent, Rental Agent will apply due diligence and good faith efforts to locate a replacement property for Guest. If such replacement property cannot be found and made available, Rental Agent shall immediately return all payments made by the Guest, whereupon this Agreement shall be terminated and Guest and Rental Agent shall have no further obligations or liabilities in any manner pertaining to this Agreement.

GENERAL PROVISIONS

This Agreement contains the entire agreement between the parties with regard to the rental of the Property, and any changes, amendments or modifications hereof shall be void unless the same are in writing and signed by both the Guest and the Rental Agent. The words "Rental Agent" and "Guest" shall include their respective heirs, successors, representatives. Any notice required to be given under this Agreement shall be in writing and sent to the contact information included herein. This Agreement may be signed in one or more counterparts, each of which is an original, but taken together constitute one in the same instrument. Execution of a digital signature shall be deemed a valid signature.

Rules and Understanding Agreement for Cabins West Lodging

- 1. There are **NO PETS** allowed in the cabins at any time. You will be charged a \$500 cleaning fee if an animal is found in the cabins and you will be asked to leave the property. You will NOT be refunded.
- 2. There is **NO SMOKING** allowed indoors at the cabins. You will be charged a \$500 cleaning fee if smoking is suspected. Note: Smoking in an open doorway is considered smoking indoors.
- 3. We have an inventory list of our cabins. If anything is missing or damaged, you will be liable for the missing or damaged items.
- 4. There is a dumpster on the property for your convenience. The dumpster pick up date is every Tuesday. Please do not park vehicles in front of the dumpster or the company will not pick it up. If the scheduled pick up was cancelled due to a vehicle blocking the dumpster, you will be charged for an unscheduled pick up at a rate of \$75.
- 5. Rags are provided for anything you may need them for. (I.E. cleaning cars, snowmobiles, skis, makeup-removal, boots, fishing gear, etc.) We try to keep a high quality of towels stocked for your convenience. The cost of replacing new bath towels is high, especially with makeup removal, please help us continue our quality of stocked items. You will be charged for any towels that are misused and we are unable to clean.
- 6. We do not charge a cleaning fee, however, if there is excess cleaning needed due to damages, misuse, etc. a \$50/hour fee will be charged.
- 7. Our *Absaroka Cabin* accommodates up to 17 people maximum, our *Teton Townhouse* accommodates up to 12 people maximum and our *Gallatin Cabin* accommodates up to 7 people maximum. These maximum occupancies are based on fire code, items stocked in the cabins, beds available, utility use, etc. A \$30 per person per night rate is charged over maximum occupancy for groups not in compliance.

By completing the information below, you have given Rybalka LLC, dba Cabins West Lodging permission to charge your credit card for any violation listed above in said contract.

NAME _____

ADDRESS _____

PHONE# _____

CREDIT CARD # _____ **Expiration Date** _____

GUEST SIGNATURE **DATE:**

RENTAL AGENT SIGNATURE **DATE:**