

Snow Canyon Home Rental Agreement

This Rental Agreement (Contract) is a legally binding contract, written in accordance with the laws and regulations of the State of Utah. By reserving by phone or online the Tenant & Tenant's guests clearly understand and agree to abide by all terms and conditions of the full "Snow Canyon Home Rental Agreement". For our protection, we require the following copies by email, fax, or mail: credit card and billing information, driver's license, and guest occupancy. We have a strict privacy policy and do not share your personal information with anyone. In order to complete your reservation, please send the required information to: SnowCanyonHome@gmail or call 801-654-0894 for fax or mailing address.

CONTRACT TERMS

1. **General Terms:** We furnish and stock our rental property for your convenience and enjoyment. The kitchen is stocked with basic kitchenware, salt, pepper, and cookware for preparing meals and trash bags for cleaning up. The property is furnished with HDTV/DVD with unlimited Netflix, and a desktop computer with unlimited internet and Wi-Fi. Bedding and linens are provided for the bedrooms. Basic toiletry supplies are provided for the bathrooms including towels for eight. We provide a guestbook for our home that gives information about the area and how to operate the equipment in the property. Please do not remove the guestbook.
2. **Advertising Information:** Efam Enterprises makes reasonable efforts to ensure that advertising data is correct; however, information published on our Web site and other advertising directories may include inaccuracies or typographical errors. We do not guarantee the accuracy of and disclaims liability for inaccuracies relating to the pricing and description of our rental home displayed on any of these web sites (including, without limitation, photographs, property descriptions, amenities, pricing, etc.). Changes and improvements to descriptions and pricing may be made at any time and without notice.
3. **Reservation Requirements:** Reservations are not complete until payment, credit card, driver's license, and guest occupancy list are received by Efam Enterprises. Tenant must be 21 or older to book any reservation unless the Tenant (at least 18 years old) has a co-signer that is approved by Efam Enterprises.
4. **Methods of Payment:** Efam Enterprises accepts the following forms of payment: all major credit cards, Venmo, PayPal, money orders, cashier's checks, and cash.
5. **Cancellations:** If Tenant cancels the reservation, for any reason, 10 days or more prior to the scheduled arrival, they will forfeit 25% of the total rental amount. If Tenant cancels the reservation less than 10 days prior to arrival they forfeit the full rental amount.
6. **Damages to Property:** Tenant understands that he/she will be held financially responsible for damages caused by Tenant and/or Tenant's guests. Within three days of departure, the property will be inspected, documented and Tenant will only be contacted if damages are found. Efam Enterprises will do everything possible to repair the property quickly and efficiently. Tenant will be sent an accounting of work done and the costs incurred. At that time Tenants authorized credit card will be charged. Tenant is responsible for reporting any damage (especially water damage) to **David 801-654-0894** immediately upon discovery. If such damage occurred prior to Tenant's arrival, Tenant must immediately disclose such damage to Efam Enterprises to avoid liability or being held financially responsible. Efam Enterprises reserves the right to enter the property during reasonable hours to inspect, make necessary repairs, alterations or improvements.
7. **Theft:** Theft is against the law and will be reported to the proper authorities. Efam Enterprises has No Tolerance for theft. Tenant's credit card will be charged 200% of the cost to replace any items taken from the property (towels, pillows, linens, DVDs, games, kitchen items, décor, etc.).
8. **Utilities and Property Care:** Efam Enterprises supports all efforts to be Green by conserving water, energy and the environment. Tenants agree to act responsibly while staying at our rental property by:
 - Treating the property as they would their own home
 - Conserving energy by not leaving inside lights on when not in use.
 - Maintaining a constant 72°F temperature setting in the property at all times. Changes to this setting will result in additional charges.

- Conserving hot water by minimizing the use of clothes and dish washers and by not adjusting the pool heater.
- 9. Use of property:** Our home is only to be used for residential purposes only. Please review the “Fee/Fine schedule Addendum” for the policies and fine amounts. The following policies are in effect at our property. Fines, Fees or other penalties will apply and will be strictly enforced.
- No pets are allowed.
 - Smoking is prohibited indoors or outdoors, at all times.
 - Illegal substances and underage drinking are against the law and are prohibited. Proper authorities will be contacted.
 - Neighbors are not to be bothered in any way. Loud noise and access to back yard is prohibited after 10:00pm every night.
 - No additional overnight guests are allowed. Prior to check-in Efam Enterprises must receive an updated occupants list, if different from that received at time of booking.
 - No large gatherings (5 or more additional guests). Receptions, weddings, etc. are not allowed.
 - Street parking is strictly prohibited at all times. Vehicles parked in the street may be ticketed and towed at owner’s expense.
 - No RVs, campers, boats, etc may be parked at the property without expressed written consent from Efam Enterprises.
 - Upon checkout, all doors and windows must be securely locked. Keys, remotes, etc must be left in their places.
 - Trash cans must be put out and returned on the appropriate day and time. Times are posted in the guestbook and on fee/fine schedule addendum.
 - Efam Enterprises requires the Tenant with card on file that is agreeing to the contract to stay at the property for the required lease term of 30 days and will be charged remaining nights occupied after departure. See fine/fee schedule addendum for early departure.
- 10. Swimming Pool Maintenance:** Efam Enterprises will make every effort to ensure that the swimming pool is fully functional, serviced and cleaned weekly. Tenant must inform David immediately upon finding problems with the swimming pool. At that time, Efam Enterprises will do everything possible to make needed repairs or cleaning of the swimming pool quickly and efficiently. If is determined that damage to the swimming pool is due to Tenant actions, the costs to fix such problems will be Tenant’s responsibility and charged to card. See #6 Damages to Property.
- 11. Liability:** The Premises are being rented at Tenant’s own risk. Tenant fully discharges Efam Enterprises, Owner, Owners agents, employees, and/or contractors from any and all liability including any personal injury or death to Tenant or Tenant(s) Permitted Invitees. Tenant accepts full responsibility for any and all injuries, theft of property or damages of any kind which may result from the use of the rented property and any amenities provided by Efam Enterprises. Tenant agrees to indemnify and hold Efam Enterprises and/or the property owner harmless to the extent allowed by law from and against any liability for personal injury, death, or property damage sustained by any person (including Tenant’s guests). This Contract shall be governed by and construed in accordance with the laws of the State of Utah and in the event of a dispute; any legal action may be maintained only in Washington County, UT. Tenant agrees that Efam Enterprises or the property owner shall be entitled to recover reasonable attorney’s fees, court fees, costs, arbitration filing fees, in addition to any other relief to which they may be entitled.
- 12. Refunds:** There are no cash refunds. If Efam Enterprises determines the property is not fit for occupancy, Tenant may be given a voucher for future stays at property. No refunds will be given for bad weather, snow, sun, road closures, public evacuations, early departures, highway conditions or repairs/construction, malfunctions of air conditioner, heating system, kitchen appliances, entertainment equipment, computer equipment, pool, telephone service, internet service, lights, laundry appliances, plumbing problems, and/or general home repair breakdowns. Every effort will be made to ensure that all equipment and appliances are working properly or that repairs are made in a timely manner. Please report any inoperative equipment to David immediately (see #6 Damages to Property). Efam Enterprises and/or its representatives may enter property during reasonable hours to perform maintenance or repairs.

- 13. Expedited Eviction:** Any Tenant who leases residential property subject to a rental agreement may be evicted and removed from the property in an expedited eviction preceding if the Tenant: 1) holds over possession after the rental period, without payment 2) commits a material breach of the terms of this contract, or 3) has entered into the contract by fraud or misrepresentation.
- 14. Entire Agreement:** this Contract along with the Summary Addendum, the Occupants Information Addendum and the Fee/Fine Schedule Addendum constitute the entire contractual agreements among all applicable parties with respect to the subject matter hereof, and no representations or covenants, whether oral or written, have been made regarding the subject matter hereof except as provided herein and above. Therefore, no additional agreements will be honored unless they are expressly written in the notes section of the Summary Addendum.
- 15. Severability:** Every provision of the contract is intended to be severable, and if any term or provision hereof shall be declared illegal, invalid, or in conflict with Utah Law or the purposes of this Contract for any reason whatsoever, or if the enforcement of any provision shall be waived, the validity of the remainder of this Contract shall not be affected thereby.

In consideration of the monies received and the mutual obligations contained herein, Efam Enterprises or the property owners do hereby lease and rent the Premises above to Tenant, under the terms and conditions set forth in the Contract. Efam Enterprises accepts this agreement without respect to race, color, religion, sex, national origin, handicap, or familial status of any tenant.

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Occupants Information Addendum

The following must be emailed providing information of each guest in the party residing in/on Premises, specifying relationship status to undersigned contracted Tenant financially and otherwise responsible for the property. I (We) certify all occupant information is true and correct and the listed occupants will be the maximum housed in the rented property referenced herein. I have read and understand that there are beds enough to sleep 8 and will be charged the additional guest fee of \$15/per person per night for occupants greater than 8 unless previously disclosed and authorized by Efam Enterprises.

Name	Email (if not immediate family)	Phone	Relationship	Age
1				
2				
3				
4				
5				
6				
7				
8				
Additional Guests (\$15/per person per night)				

9				
10				
11				
12				
13				
14				
15				
16				
18				
19				

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Fee/Fine Schedule Addendum

Topic	Amount	Description
Early Check-In	\$300.00	Daily if before check in time of 4pm unless otherwise authorized
Late Check-Out	\$300.00	Daily if after check out time of 11am unless otherwise authorized
Early Departure	\$0	No Penalties, No refunds.
Cancellation Fee	25%	25% of rental amount if canceled between booking and 10 days prior to arrival. Full amount if canceled within 10 days of arrival.
Damages	TBD	Full financial responsibility.
Smoking	\$500.00	Any odor remaining or cigarette remnants left behind (indoors or outdoors).
Possession of Illegal Substance	\$500.00	Per incident per person, reported to proper authorities.
Excessive Party Size	\$500.00	Large gathering without written consent.
Additional Guests	\$15.00	Per person per night for overnight guests past occupancy of eight.
Noise Ordinance Violation	\$500.00	Noise after 10pm: fine charged per each neighbor complaint or police report.
Street Parking	\$50.00	(may also be ticketed and towed by at owners expense)

Unauthorized RV/boat parking	\$100.00	Per day (may also be ticketed and towed at owner's expense).
Lost Keys/Lockout	\$100.00	Replacement for lost key, or lockout.
Failure to Secure Home	\$50.00	Upon every departure. \$100 upon final departure.
Failure to put & bring in/out Trash cans	\$100.00	Put out on Sunday evenings for Monday pick up. Return to side of home by Monday evening.
Unauthorized Pet	\$500.00	Per pet.
Cleaning Fee	\$200.00	
Pool Heater Fee	TBD	If using the pool heater you will be charged \$1.00/per therm used during your stay.