



## SHORT TERM RENTAL AGREEMENT

This Short Term Rental Agreement (the "Agreement") is made by and between Be Lazy Quilting & Retreat LLC and \_\_\_\_\_ ("Guest") as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. **Property.** The property is located at: 108 Main Street Three Forks, MT 59752
2. **Property Amenities & Maximum Occupancy:** The property is furnished and includes: Full Kitchen, Linens and Wi-Fi available. No PETS NO Smoking. We do NOT allow pets at this facility
3. **DAY USE FOR CLASSES:** A \$10.00 fee will be assessed per person/per day for DAY USE of Classroom (10 a.m. to 10 p.m).
4. **Term of the Lease:** The lease begins at 1 p.m. on \_\_\_\_\_ (the "Check-in Date") and ends at 1 p.m. on \_\_\_\_\_ (the "Checkout Date").
5. **Maximum Stay:** The maximum stay is 10 days.
6. **Rental Rules:** Guest agrees to abide by the #13 section of Waiver and Release of rental agreement while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the following rules always while at the property.
7. **Access:** Guests shall allow Homeowner access to the property for purposes of repair and inspection. Owners shall exercise this right of access in a reasonable manner.
8. **Smoking/Vaping** is NOT allowed inside property. Smoking is allowed outside.
9. **Weather Conditions:** We live in an area of Montana which can have harsh weather conditions. No refunds will be given for circumstances which are beyond our control.
10. **Rental Rate and Fees**
  - a. **Deposit:** Guest(s) are required to secure property with a \$400.00 Security Deposit, this includes the 1st night rental fee and \$75.00 cleaning deposit. Security Deposits must be received with signed Rental Agreement in order to secure reservations with the completed signed Rental Agreement to secure reservation. \$75.00 deposit for cleaning shall be refunded within 10 days of the Checkout Date provided no deductions are made due to:
    - i. damage to the property or furnishings; (Stains on carpet, furniture or excessive scratching of the hardwood flooring.)
    - ii. dirt or other mess requiring excessive cleaning; or

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- iii. Any other cost incurred by the owner due to Guest's stay will be charged at an additional amount if the amount of damages incurred are greater than the security deposit.
- iv. Dirty dishes left in the sink and or food left in the refrigerator.

If the premises appear dirty or damaged upon Check-in, Guests shall inform the owner immediately.

11. **Cancellation Policy:** If a Guest wishes to cancel his/her reservation(s) they will be subject to a 30day cancellation policy. If you notify renter in writing (e-mail, fax, written letter) 30 days prior to the reservation start date your deposit will be refunded in full. If your reservation is cancelled less than 30 days prior to the check in date the \$300.00 deposit will not be refunded. Sew Unique Custom Quilting & Retreat LLC cannot refund money due to circumstances beyond our control. (Natural occurrences and harsh weather)

12. **Check-out procedure:** Guest(s) shall leave premises in neat and undamaged condition. All dishes must be washed and put away. All food must be removed from the refrigerator and cabinets. All trash removed and placed outside the back door of the unit for later pickup. Furniture must be placed in its original location. Doors/windows locked. \* Please see Cleaning Deposit Refund Policy

13. **In consideration for being permitted the use of the premises, facilities and property that Be Lazy Quilting L.L.C., I agree to the following waiver and release:**

I understand that, as part of my stay at Be Lazy Quilting & Retreat LLC:

Any and all damages to the facility or negligence resulting in damage to the facility or contents will result in costs to repair being deducted from the cleaning deposit or billed to those guests if said damage or loss of contents is greater than the cleaning deposit. Guest(s) shall be solely responsible for any property damage, accident/injury to any person or loss sustained by any person, including loss of money, jewelry, and other items of personal property, arising out of or in any way related to Guest(s) use of premises or the items of personal property provided by Be Lazy Quilting at Guest(s) request. Guest(s) shall inspect and be familiar with property use and application such prior to using them. Guest(s) hereby agrees to INDEMNIFY and hold Be Lazy Quilting harmless of any and all claims including those of third parties, arising out of, or in any way related to Guest(s) use of premises or the items of personal property therein. Guest(s) assumes the risk of injury or other losses relating to any recreational activities or services ordered through the Be Lazy Quilting for guest use and will hold OWNER and its Agents harmless with respect there to. Owner and Agent are not responsible for articles left on premises. There will be a \$10 charge in addition to shipping charges for handling the return of any articles found by housekeeping.

I AM VOLUNTARILY USING THE SERVICES, FACILITY, AND PROPERTY THAT BE LAZY QUILTING OWNS WITH FULL KNOWLEDGE OF THE INHERENT RISKS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH.

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Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

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Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

14. **Payment:** Acceptable payment methods are Cash or Check.