

Seven Springs Ranch
7725 Hwy 2 West
Kila, MT 59920
(406) 854-2571 <mailto:info@sevenspringsranch.us>

Guest House Rental Agreement

This Rental Agreement made and entered into this _____ day of _____, 20____, by and between _____, hereinafter called "Guest" and property owners Ron and Sunny Chandonais, hereinafter called separately or together "Owner". Owner hereby rents to Guest, and Guest hereby rents from Owner the following property: Guest House, 7725 Hwy 2 West, Kila, MT, 59925, from 4 p.m. on the _____ day of _____ 20__ to 11 a.m. on the _____ day of _____, 20____.

Guest _____	Rental Charges _____
Address: _____	Security Deposit: _____
City: _____	Other: _____
State, Zip: _____	Total Due: _____
Phone: _____	Payment Enclosed _____
	Balance Due: _____

The 7% Montana State Bed Tax and the standard cleaning charges are included in a minimum stay of 4 nights.

General Terms and Conditions:

Check In Time: is 4:00 p.m. **Check out time:** 11:00 a.m., unless either/both are otherwise arranged.

Occupancy: Premises to be used solely as a private dwelling. **Occupancy shall not exceed six (6) persons at any time, unless previously authorized. Violation shall be cause for immediate eviction without refund.**

Guest House is non-smoking. There will be an extra \$300.00 charge to clean cigarette smoke.

No pets are allowed.

Payment. The security deposit and Rental Agreement are required to reserve the Guest House. Owner will hold a reservation for two weeks with a verbal or e-mail confirmation of desire to make a reservation. All other remaining balances are due no later than 30 days prior to Guests' scheduled check-in date. Upon receipt of the balance due, the Owner will provide directions and access instructions to your vacation home. Guest agrees to pay Owner prior to occupancy rent and other specified costs for the rental period as specified herein. If Guest defaults in any scheduled rental payments or gives Owner a check, draft, or money order for payment which is not immediately collectable; if unauthorized people or pets are present in the Guest House or on the property; if Guest or Guest's visitors smoke in the home; if Guest destroys, defaces, damages, impairs or removes any part of the premises; Owner may without suit,

court order, or notice to Guest, re-enter and take possession of the premises. Upon re-entry under any of the above occurrences, Guest shall forfeit as liquidated damages any payment made prior thereto. Guest shall be liable for such other damages as may be collectable at law. In any litigation relating to this agreement, the proper venue shall be in Flathead County in the State of Montana.

Entry/Inspection: It is agreed that Owner, , their servants or employees, for the purpose of cleanup and repair, may remain on the premises until 6:00 p.m. on the date this lease commences, and may enter at 11:00 a.m. on the date this lease terminates. During this agreement Guest will admit Owner upon request to inspect the property, and will admit repairmen authorized by Owner for repair or maintenance of premises. At expiration of this agreement, Guest will surrender possession of this property peaceably and without delay in as good of condition as it was at commencement of this lease, reasonable wear and tear, act of God and/or other causes over which Guest has no control exempted.

Security Deposit: The initial deposit received shall automatically turn to a cleaning/damage deposit upon your arrival. The deposit is used to secure Guest's cooperation with this rental agreement. The security deposit is used to pay for cancellation charges and/or any damages beyond normal wear and tear to the Guest House. Security deposits will be returned within 30 days from check-out less any necessary charges. Balance of security deposit will be accompanied with a statement showing any charges made against deposit.

House Rules: Guest agrees to avoid disturbing any neighbors with respect to noise, odors, disposal of refuse, animals, parking and use of common areas. Visitors of Guest must comply with all terms and conditions stated in this agreement. Common areas shall be kept in a neat, attractive and orderly manner. Trash, waste materials and refuse shall be promptly placed in suitable secure contains and deposited in a garbage can, with care taken to properly close the lid. Locked areas such as Owner's personal storage areas are exempt from this lease and are off-limits to Tenant. Entry into these areas is cause for immediate eviction. This leased property will not be used for any activity that violates local, state or Federal laws. Violation of this provision will be cause for immediate eviction.

Cancellations: In the event the Owner is unable to deliver the possession of the premises at the commencement date set forth, Owner will not be liable for any damage caused, but all monies will be refunded to guest for the unused portion of occupancy. Should Guest cancel a reservation three months or more in advance of occupancy date, the security deposit minus a \$100.00 cancellation fee will be returned. If cancellation occurs **within 90 days** of occupancy date, the security deposit will be returned minus the cancellation fee of \$100.00 ONLY if the Guest House you reserved was rented to someone else. Otherwise deductions will be made to compensate lost rent, and you may be held responsible for the entire balance for the home for the time reserved.

Indemnification: Owner shall not be liable to guests or any other person for any personal injuries or damage to personal property caused by defects, disrepair or faulty construction of premises. Guest agrees to indemnify and hold harmless the Owner from and against any and all claims for damages, no matter how caused, to premises or personal injury arising from Guest's use of premises, or from any activity, work or thing done, permitted or suffered by Guest in or about the premises, or in common areas thereof. Guest's personal belongings are not covered by Owner's insurance. Owner shall not be liable to Guest nor insure Guest for any personal injury or property damage caused by the act of omission of any Guest or third party. Guest shall obtain and pay for any insurance coverage that Guest deems necessary to protect Guest and Guest's property. Guest agrees to hold Owner harmless from any claims for damages, no matter how caused, except for injury or damages caused by negligence or willful misconduct of Owner.

Initial / Date

Attorney Fees: If any legal action brought by either party to enforce the terms hereof or related to the demised premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees.

Waiver: No failure of the Owner to enforce any term shall be deemed a waiver. The acceptance of rent by the Owner shall not waive the right to enforce any term hereof.

Additional terms and conditions: It is understood, this Agreement is for a short-term vacation rental home. All lawn care and snow removal is provided. As this is a fully equipped home, there are no extra cleaning services provided unless specifically requested and paid for by the Guest. If there is damage noted by Guest upon arrival, Guest is to notify Owner immediately to arrange for repair. Prior to the Guest arrival, for each rental period, the premises and inventory are thoroughly inspected. Any damage or missing inventory will be charged to the guest.

Entire Agreement: The foregoing constitutes the entire agreement between the parties. Modification must be approved by the Owner, must be in writing and signed by both parties. Non-compliance of any and/or all terms and conditions will result in Guest immediately vacating the home and forfeiting their entire deposit. Guests are encouraged to retain a copy of this agreement for their own records.

***The Guest House is completely furnished with bedding, pillows, linens,
furniture and all necessary kitchen items.
Please use respect when staying in the Guest House.
We will do our best to please you and hope this will prove to be a long-lasting relationship.***

The undersigned acknowledge that they have thoroughly read and approve each of the provisions of this Rental Agreement.

Dated: _____, 20__

Dated: _____, 20__

Owner:

Guest:

Please list all occupants:
