

**Sunset Canyon Tours**  
**Rental Agreement & Waiver of Liability**

Location: \_\_\_\_\_ Check In: \_\_\_\_\_ Check Out \_\_\_\_\_

**IN CONSIDERATION OF THE ABOVE DESCRIBED PREMISES, LESEE AGREES AS FOLLOWS:**

1. LESSEE shall make the following described financial arrangements and/or payments prior to occupancy:

**a) Rental reservation deposit** shall be held with a credit card which will be processed on arrival or in accordance with cancellation stipulations: (full rental charge is non-refundable if cancelled more than 30 days prior to occupancy. If cancellation is made within 30 days of occupancy, a charge of \$50 administrative fee will be charged to the credit card used to hold the reservation.

**b) Security Deposit** to be provided in the form of credit card, or cashier's check for \$500 at the time of arrival. Security deposit is to secure the faithful performance of this agreement and obligations relating to the rental, including repairs and excessive professional cleaning services related to your stay. All DVD's, VHS tapes, CD's and equipment are the property of the owner and are not to be removed from the premises. An inventory of said items is kept by the owner you will be charged if any are missing or damaged. If, on termination of this tenancy for any reason, the LESSEE does not leave the unit in a reasonably clean condition, then professional cleaning services will be deducted from your security deposit to be applied as may reasonably be necessary to restore the premises to a clean condition. This deposit will be returned to you by check and mailed to the address you give us on such faithful performance after inspection of unit is completed, not to exceed one week.

**c) Standard Cleaning fee** \$150  
Will be charged on credit card upon arrival.

**d) Security Deposit** \$ 500

**e) Rental Rate** \_\_\_\_\_ x \_\_\_\_\_ days \$ \_\_\_\_\_

**f) Utah tax & transient fees (10.3%)** \$ \_\_\_\_\_

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**Total Due upon arrival:** \$ \_\_\_\_\_

**Number of persons to occupy Premises (including children)** \_\_\_\_\_

- 2. No pets are allowed
- 3. No smoking is allowed

4. Washers, dryers, dishwashers, television, wi-fi, and sound equipment may exist within the unit. Sunset Canyon Tours will attempt to ensure their working condition, but should one of these items malfunction during your stay, no refund will be issued.
5. If LESSEE is provided with keys to the unit, he will return them to the office upon departure. There will be a charge for unreturned keys.
6. The LESEE shall report promptly any breakage or damage incurred during his stay or any appliance which is not working properly.
7. Sunset Canyon Tours, at its option, may enter the premises for purposes of cleaning or checking appliances or equipment. If non-performance or compliance with the terms of this lease is discovered, Sunset Canyon Tours may re-take possession and recover damages, including costs and attorney's fees.
8. Persons holding over after expiration of rental term without consent of landlord will be considered tenants at sufferance or trespassers, at the option of the landlord, and will be liable for treble damages.

**WAIVER OF LIABILITY:**

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The Sunset Canyon Ranch is remotely located in open country with streams, ditches, ponds, swimming pool and other potential water hazards. There are many things for which we advise caution, as we cannot control every element on the ranch.

I, (we), understand that we are wholly responsible for ourselves, children, and invited guests as relates to any activity or any facility we choose to use on the ranch. This includes, but is not limited to, using the gas grill at the BBQ area, interacting with, petting, or playing with domestic animals (dogs, cats, horses), boating, fishing, swimming, hiking or walking on the ranch, playing tennis, jumping on the trampoline, playing basketball and driving on the ranch.

I, (we) are hereby advised that there is no lifeguard at the swimming pool or near the ponds and we agree not to leave our children unattended in these areas. I, (we), are also advised that the tennis court is aging and there are areas where tree roots are pushing up in the court making some areas uneven. There are also some areas of damage on the Astroturf surface, and I, (we), accept all risk of potential physical injury if we choose to play tennis.

I, (we), hereby voluntarily accept all risk of personal injury, death and property damage (including personal property) to myself (ourselves), our family or anyone on the Premises with our permission, which injury or damage results from our use of the Premises. Furthermore, I (we) agree that I (we) will not make a claim against or sue the Owners, Sunset Canyon Tours, Sunset Canyon Ranch, its owners or employees, family or related entities, for any bodily injury, death or property damage. I (we) understand that this is a release of Owner and agents from any and all liability with respect to any claims brought by invitees for damage or injury.

Accepted and Agreed By Lessee (s) as Evidenced by Signature:

\_\_\_\_\_

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

Signature

\_\_\_\_\_

Printed Name:

Mailing Address: \_\_\_\_\_

Telephone Number(s) \_\_\_\_\_ cell \_\_\_\_\_

e-mail: \_\_\_\_\_

Rental Lease Paid by: \_\_\_\_\_