

The Grand

PROPERTY RENTAL AGREEMENT

136 25th Street Ogden, Utah 84401

Telephone 415-505-4788

Email: stu@ogdenpropertiesllc.com

fax - 415-331-3894

CREDIT CARD IN THE NAME OF: _____

CREDIT CARD NUMBER: _____

EX. DATE: _____

Today's Date _____

Cell Ph#: _____

Billing Address: _____

CHECK-IN TIME is 3PM

IF The Grand is ready earlier that day then an early occupancy is allowed. Please inquire prior to arrival date. Arrangements will be made for you to receive a key.

CHECK-OUT TIME is 11AM

Make sure that the key is left behind. Please close drapes, turn off all fans, heaters and lights and lock doors behind you.

_____ (Please initial) 1. **RENT PAYMENT:** I, _____ (hereinafter referred to as Tenant) agree to pay \$_____ .00 US Dollars using the above indicated credit card account for rental of The Grand (*circle one:* 3BD/3BA, 2BD/2BA, 1BD/1BA) located Upstairs at 136 25th Street, Ogden, UT 84401 for the dates arriving _____ and departing _____ which is a total of _____ nights.

_____ (Please initial) 2. **RESERVATION DEPOSIT:** Tenant agrees to pay a 50% deposit at time of booking with balance due 60 days prior to arrival. If cancellation occurs after reservation deposit is paid and before balance payment is due, a refund will be issued less a \$50.00 cancellation fee. For cancellation received after balance payment is due 60 days prior to arrival, full payment will be retained. If space can be re-rented, a pro-rated refund may be issued at the discretion of OGDEN PROPERTIES, LLC.

_____ (Please initial) 3. **SECURITY DEPOSIT:** Tenant authorizes OGDEN PROPERTIES, LLC to charge against above indicated credit card a Security Deposit of Two Hundred dollars (\$200).

_____ (Please initial) 4. **DAMAGES:** Tenant also authorizes OGDEN PROPERTIES, LLC to charge against above indicated credit card account the cost for any damage and excess cleaning required during Tenant's residence at The Grand. If necessary, these charges will be made within a reasonable time period after Tenant's departure from The Grand (approximately 30 days).

_____ (Please initial) 5. **NUMBER OF GUESTS:** Tenant agrees that the number of persons contracted to stay at The Grand is _____ persons. Tenant agrees that if additional persons occupy The Grand without notifying OGDEN PROPERTIES, LLC this booking can be forfeited without refund.

_____ (Please initial) **6. LIABILITY RELEASE & EXPRESS ASSUMPTION OF RISK:** Tenant agrees that OGDEN PROPERTIES, LLC and its affiliates are not liable in any way for personal injury of any guest visiting The Grand and its adjoining grounds. Under no circumstances shall the owners/agents/managers of The Grand (hereinafter referred to as releasees) be responsible for any loss, expense, damages, claims, injury or death (direct or indirect, consequential or otherwise) however caused or incurred, whether arising in contract, or otherwise in law or equity, as a result of allowing entry to the premises, rendering of services and providing of accommodations. In addition, Tenant agrees to assume the risk and be responsible for any and all damages, losses or injuries cited above. Tenant will not hold the releasees liable for injury to tenant or anyone Tenant invites to the Grand. Tenant agrees to defend, indemnity and hold all the releasees harmless from any and all such claims and demands, including payment to them of the fees and costs incurred by them in connection therewith.

_____ (Please initial) **7. MAID SERVICE & CLEANLINESS:** Tenant agrees to pay a mandatory \$100 cleaning fee per stay. Daily or additional maid service can be arranged at Tenant's expense. Tenant agrees to keep the premises in a clean and sanitary condition, to exercise care regarding all furnishings and household items and to make NO improvements or alterations. Pets are NOT allowed. Tenant agrees to leave the premises the way Tenant found it upon arrival.

_____ (Please initial) **8. MISCELLANEOUS:** In addition to acceptance of the foregoing, Tenant:

1. shall not violate any law or ordinance of the State of Utah.
2. may not sublet or assign this rental agreement in the whole or in part.
3. shall be responsible to return all keys and agrees to pay a \$25.00 replacement fee for lost keys.
4. shall abide by the House Rules as stated in this document and the Guest Manual on the premises at The Grand.
5. shall not bring any pets onto the property.
6. agrees that The Grand will be locked when tenant is away from The Grand and that releasees are not responsible for theft of personal items.
7. agrees to supervise children in and around The Grand at ALL TIMES.

_____ (Please initial) **9. NO SMOKING:** Tenant understands that The Grand is a NON SMOKING residence and agrees not to smoke anywhere within The Grand. Tenant may smoke on the deck and agrees to properly dispose of all cigarette butts and ashes in the trash.

_____ (Please initial) **10. LEGAL DISPUTE:** Any dispute between Tenant and OGDEN PROPERTIES, LLC will be resolved within the legal jurisdiction of the state of Utah.

ACKNOWLEDGEMENT – WE the undersigned have read and understand and agree to the above, and we agree to abide by the restrictions on use of The Grand. We further understand and represent that we are executing this application on behalf of all parties that will occupy The Grand and further acknowledge receipt of completed copy hereof.

Signature: _____

Print Name: _____

Date: _____