

## Utopian LVH Inc - Terms and Conditions

This Reservation Confirmation and Rental Agreement (the "Agreement") is a legally binding agreement made and entered into as of the Reservation Date written above and below by and between the undersigned person(s) or company (the "Guest") and Utopian LVH, Inc. ("Rental Agent" or "Utopian"), pursuant to which the Guest has agreed to rent the residence described above (the "Property"), for the duration of the Rental Term (Arrival Date to Departure Date) for the Total Rental Fees, other good and valuable consideration as described herein, including the above and following terms and conditions.

### 1. RENTAL DEPOSIT AND CANCELLATION POLICY

All deposits and/or subsequent payments made by the Guest are NON-REFUNDABLE. In the event of cancellation, any and all deposits or payments made by the Guest are NON-REFUNDABLE; Guest may purchase a travel protection insurance plan to cover the cost of any cancelled or interrupted travel plans, including deposits or payments to Utopian LVH, Inc. through CSA Travel Protection. CSA Travel Protection is available for 6.95% of the rental cost and can be purchased now or at any time prior to final payment. Final payment is due the sooner of sixty (60) days prior to the arrival date or today. For more details, please see <http://www.csatravelprotection.com/plan-details>

### 2. GUEST RESPONSIBILITY AND VACATION RENTAL DAMAGE PROTECTION

The Property is privately owned. Neither Utopian nor the owner of the Property ("Owner") are responsible for any Guest accident, injury or illness, or loss of personal belongings. It is agreed that Guest expressly assumes the risk of any harm arising from Guest's, or Guest's permitted invitees, use of the Property.

Guest agrees and accepts full responsibility for any damage to the Property and its contents during the Rental Term. Guest is required to purchase damage insurance protection or provide a \$5,000 security deposit at the time of reservation. In the event of damage to the Property, Utopian will charge the Guest's credit card on file for all damage related costs to the Property and its contents or apply such charges to Guest's security deposit, as applicable. If a claim made through the Guest's damage insurance is paid by Guest's insurance, Utopian shall refund the amount charged to Guest's credit card up to the amount paid by insurance. Should the insurance payment be less than the amount of damages claimed or damages exceed the security deposit, then Guest remains liable for the difference. Damages may include loss of income to the Property if the Property is rendered unrentable, in the sole and reasonable discretion of the Rental Agent, for any length of time due to damage caused by Guest.

### **3. OCCUPANCY**

Guest agrees that no more Guest's invitees than the Maximum Occupancy, as identified above, shall be permitted on the Property at any time during the Rental Term, all of whom shall comply with the conditions and restrictions imposed upon Guest in this Agreement.

### **4. CONDITION AND USE OF PROPERTY**

The Property is provided in "as is" condition. Rental Agent shall use its best efforts to ensure that all amenities in the Property are in good operating order. The amenities available for the Property are as further described in the Property listing. Rental Agent shall not be held responsible for such amenities' failure to operate, but will make every effort to correct any issues as reported as quickly as possible. Guest acknowledges that use of amenities, such as hot tubs, pools, spas, fireplaces, decks, and the like, may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children, and such use is at the Guest's own risk.

Guest shall use the Property for residential purposes only, in a careful manner to prevent any damage or loss to the Property, and keep the Property in clean and sanitary condition at all times. Guest and any additional permitted invitees shall refrain from loud noise and shall not disturb, annoy, endanger, or inconvenience the Property neighbors, nor shall Guest use the Property for any immoral, offensive or unlawful purposes, nor violate any local, state or federal law, homeowner association rules, nor commit waste or nuisance on or about the Property.

No Smoking: No smoking of any kind is permitted in or about the Property.

No Pets: No animals, birds, nor any other kind of "pet" is allowed, without the prior express written authorization of Utopian or the Owner.

No Events: No events, parties or any gathering which would exceed the Maximum Occupancy of the Property is allowed, without the prior express written authorization of Utopian or the Owner.

Parental Supervision: Parental supervision is required for all children under the age of 12 for any use of the pool, hot tub or elevator.

### **5. VIOLATION OF AGREEMENT**

If Guest, or Guest's invitees, should fail to comply with the terms, conditions and obligations of this Agreement, including violations of the No Smoking, No Pets and No Events policies, at the discretion of Utopian or Owner, such violation by Guest, or Guest's invitees, shall result in any or all of the following: a fine charged to Guest of the greater of \$10,000 or 50% of the "Total" fees above, and/or damages charged to Guest, from such events including remedial cleaning, repair or replacement of damaged contents or fixtures, which may be charged to Guest's or authorized credit card on file with the reservation, and/or Guest's immediate eviction from the Property without refund of any monies paid for the Rental Term. Upon the demand of Utopian or the Owner, Guest shall immediately remove all Guest's personal property, vacate, and surrender the Property in good order and free of damage. If any legal action by Utopian or the

Owner is taken to enforce this Agreement, Utopian or Owner shall be entitled to its reasonable attorney's fees and related costs.

## **6. NO ASSIGNMENT**

Guest shall not assign the Property or permit the use of any portion of the Property by other persons who are not invitees of the Guest and whose presence would violate the Maximum Occupancy under this Agreement.

## **7. RISK OF LOSS, INDEMNIFICATION AND RELEASE**

Guest agrees that all personal property, furnishings, personal effects and other items brought into the Property by Guest, or their invitees, shall be at the sole risk of Guest with regard to any theft, damage, destruction or other loss and Rental Agent or Owner shall not be responsible or liable for any reason whatsoever. Guest agrees to use the Property, and any amenities entirely at the Guest's own initiative, risk and responsibility.

Guest hereby agrees and hereby waives, releases, and indemnifies from any claims against Utopian, Owner, and their respective agents, owners, heirs, successors, employees or representatives from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, attorney's fees incurred by Guest, or Guest's invitees, agents, representatives, heirs or successors, due to any claims relating to destruction of property or injury to persons or loss of life sustained by Guest, or Guest's invitees, agents, representatives, heirs or successors, in or about the Property, including any common facilities, activities or amenities, unless such injury or damage was caused by the gross negligence or willful misconduct of Utopian or Owner.

## **8. ENTRY AND INSPECTION**

Rental Agent reserves the right to enter the Property at reasonable times and with reasonable advance notice for the purposes of inspecting the Property or showing the Property to prospective purchasers, renters or other authorized persons. If Rental Agent has a reasonable belief that there is imminent danger to any person or property, or a violation of the uses of the Property, such as smoking, illegal drugs, the presence of unauthorized pets, or a violation of local, state or federal law, Rental Agent may enter the Property without advance notice. In addition, if the rental property is listed for sale, with reasonable 24-hour notice, the Guest shall allow the Owner to conduct a supervised real estate showing.

## **9. UNAVAILABILITY OF PROPERTY**

In the event the Property is not available for use during the Rental Term due to reasons, events or circumstances beyond the control of Rental Agent, Rental Agent will apply due diligence and good faith efforts to locate a replacement property that equals or exceeds the Property with respect to occupancy capacity, location and value that meets the reasonable satisfaction of the Guest. If such replacement property cannot be found and made available, Rental Agent shall immediately return all payments made by the Guest, whereupon this Agreement shall be

terminated and Guest and Rental Agent shall have no further obligations or liabilities in any manner pertaining to this Agreement.

## **10. ADDITIONAL TERMS TO THE RENTAL AGREEMENT**

Guest acknowledges and agrees to the following additional terms and conditions:

While homes may be marketed based on access to skiing and 3rd party events, this Agreement is not a guarantee of ski access, as snow conditions vary, or access to 3rd party events that are outside the control of the Rental Agent or Owner.

"Cleaning Fee" above includes departure cleaning fee only. Additional housekeeping is charged separately and can be booked at any time prior to arrival for an additional charge.

## **11. GENERAL PROVISIONS**

This Agreement contains the entire agreement between the parties with regard to the rental of the Property, and any changes, amendments or modifications hereof shall be void unless the same are in writing and signed by both the Guest and the Rental Agent. This Agreement shall be governed by the laws of the State of Utah. The words "Rental Agent" and "Guest" shall include their respective heirs, successors, representatives. The waiver or failure to enforce any breach or provision of this Agreement shall not be considered a waiver of that or any other provision in any subsequent breach thereof. If any provision herein is held invalid, the remainder of the Agreement shall not be affected. Any notice required to be given under this Agreement shall be in writing and sent to the contact information included herein. This Agreement may be signed in one or more counterparts, each of which is an original, but taken together constitute one in the same instrument. Execution of a digital signature shall be deemed a valid signature. By signing this agreement you are automatically signed up to receive promotions and lowest pricing for direct bookings through our email marketing newsletter. You can opt out of this service at any time by unsubscribing from the email.

Governing Law, Jurisdiction, Venue, Legal Expenses: The parties agree and acknowledge that this Agreement was made and became binding in Utah and that performance of this Agreement has occurred and will occur solely in Utah because that is where all of the documents evidencing this transaction, including this Agreement, first became effective and binding, payments are to be made and delivered in Utah. This Agreement is entered into and shall in all respects be governed and interpreted and enforced solely in accordance with the laws of the State of Utah. Subject to the parties' agreement to arbitrate, any action commenced by either party based on, arising from, or relating to any provision of this Agreement or the performance of all or any portion of this Agreement shall be commenced prosecuted and maintained solely in the state or federal courts of Utah. If either party to this Agreement shall fail to fulfill or perform any of its covenants or obligations in this Agreement, the defaulting party shall pay to the non-defaulting party all reasonable attorneys' fees, all enforcement costs, and all collection costs incurred by the non-defaulting party for use of a collection agency or other collection service, that may be incurred to enforce the non-defaulting party's rights here under. Notwithstanding anything in this Agreement to the contrary, the covenants contained in this paragraph shall survive the termination of this Agreement.

## **12. DEFINITIONS**

The term "Guest" shall include the plural Guests, agents, representatives, officers, directors, owners, heirs, successors, or assigns. The term "invitee" shall include family members of Guest, public invitee, permitted or lawfully permitted invitee, or visitor.

## **13. WAIVER**

The waiver or failure to enforce any breach or provision of this Agreement shall not be considered a waiver of that or any other provision in any subsequent breach thereof. If any provision herein is held invalid, the remainder of the Agreement shall not be affected. Any notice required to be given under this Agreement shall be in writing and sent to the contact information included herein.

## **14. COUNTERPARTS**

This Agreement may be signed in one or more counterparts, each of which is an original, but taken together constitute one in the same instrument. Execution of a digital signature shall be deemed a valid signature.

## **15. USE OF SWIMMING POOL, HOT TUB AND DOCK WAIVER OF LIABILITY**

This Agreement waives any and all liability of Utopian LVH, Inc. ("Utopian"), for any use of the swimming pool, hot tub, ocean, lake, dock or pier ("Water Facilities") on the property.

I, the lessee signing below, wish on behalf of myself, my heirs and assigns and my child, children and guests (hereafter the "Guests") to utilize the Water Facilities located at the home reserved through Utopian.

- Guests hereby agree that the use of the Water Facilities is voluntary and at Guests own risk.
- As a condition of the use of such Water Facilities, Guests expressly agree to forever discharge, waive and release Utopian, its homeowners, management, and employees from any and all claims, demands, injuries, damages, actions, or courses of action, for all acts of active or passive negligence on the part of Utopian's on account of bodily injury, mental injury, death and/or property damage from, any mishap, accident, loss, damage or injury suffered by Guests resulting from, connected with or caused by the use of Water Facilities, including, but not limited to any injury resulting from mechanical defects or failure of any equipment or devices used in such Water Facilities.
- Guests declare and affirm that Guests are in good medical and physical condition and that the use of Water Facilities does not pose any danger to Guests health.

Pool Rules:

- All Guests must shower before entering the pool or hot tub.
- Guests under the age of 18 years of age must be accompanied by parent or guardian at all
- Guests under the age of 18 must have this liability waiver completed by their parent.
- Participation is at Guests own risk.
- No alcohol is allowed in the pool or on the pool deck.

- No glass or metal containers are allowed in the pool, hot tub or the surrounding areas consisting of the concrete deck and gravel. Non-alcoholic beverages in plastic containers are allowed.
- All accidents must be reported to Utopian and Property Manager where applicable.
- Participants are encouraged to report any Water Facilities maintenance/repair needs to Utopian and the Property Manager.
- Diving is not permitted, as serious injury, paralysis or even death could occur.
- Guests with open wounds or infectious diseases are not permitted in the pool or hot tub.
- No running, pushing and horseplay on wet deck areas.
- Pregnant women and children under the age of 5 are not allowed to use the hot tub, and all other Guests under the age of 18 must be accompanied and closely supervised by an adult while in hot tub.
- Guests understand and agree that Guests use of the Water Facilities may be immediately terminated if Guests behavior is not in accordance with the above.

I have read and understood the foregoing, and acknowledge my consent to the terms of this Waiver and Release for myself, my heirs and assigns and my child, children, and guests by agreeing to these terms.