

Guest Rental Agreement

We must receive this agreement form in order to complete your reservation

LUCERNE VALLEY MARINA

BOX 10, MANILA, UT 84046 435-784-3483/FAX 435-784-3433

Email: lucernemarina@live.com

PLEASE FILL IN THE MISSING BLANKS AND SEND BACK THE FIRST AND LAST PAGE BY FAX OR MAIL TO US WITHIN 5 DAYS OF BOOKING YOUR RENTAL.

NAME _____
 ADDRESS _____
 CITY, STATE, ZIP _____
 PHONE: _____ EMAIL: _____
 ADULTS: _____ CHILDREN: _____

Cabin Rental- *SMOKING & PETS ARE NOT ALLOWED* – If policy is not followed, a \$300.00 MINIMUM FEE WILL APPLY! Maximum # of people is 6 in the cabin.

Ski Boat rental – *NO PETS ALLOWED*

Patio & Fishing Boats – *PETS ARE ALLOWED* – Any Damage or Additional Cleaning – A FEE WILL APPLY!

DEPARTURE DATE: @2P.M.

RENTAL FEES DUE: \$

RETURN DATE: @10:00a.m.

DATE DUE:

NUMBER OF NIGHTS: nights

BOAT TYPE:

If you are renting the cabin will you need the boat slip next to it? _____ Size of boat? _____

1. Full rental will be paid 30 days prior to boarding or my reservation will be canceled and my deposit forfeited. Upon payment of full rental, the deposit becomes the security deposit and will be refunded by credit card or check, provided the boat is returned clean, undamaged, and with inventory intact. A minimum cleaning fee of \$100 will be charged on all boats returned unclean. A late charge of \$100 per hour or any part of an hour will be charged for late returns. Fuel is the responsibility of the customer.
2. All cancellations must be in writing. **Cabin cancellation deposit** is subject to a \$100 fee if reservation is canceled 30 days or more prior to boarding. Entire deposit will be forfeited with 29 or less days notice if full rental has not been paid. Should cancellation occur after full rental has been paid, but with less than 29 days notice, the entire rental amount except for the security deposit, will be forfeited. **Boat cancellations** must be made 10 days prior to the reservation, if under 10 days the deposit is forfeited and the rental fee is refunded. If reservations cannot be honored by Lucerne Valley Marina, all payments made are refundable. We regret we cannot make exceptions to this policy.
3. **Lucerne Valley Marina is not responsible for any loss due to equipment failure, weather, illness, accident, change in plans, or scheduling changes that may be required due to low water conditions.**
4. Gas tanks will be filled at renter's expense upon termination of rental.
5. I understand that water-oriented activities can, by their very nature, be dangerous. I know that it is my responsibility to abide by the established rules of this facility, laws of Boating Regulations of the State of Utah and Wyoming, and by the use of common sense and respect for others, and to see that the members of my party do likewise.
6. **Cabin rentals:** No smoking or pets allowed. No propane or charcoal BBQ grills allowed. Rental comes with an available slip rental.

Before you proceed, you must read our legal statement. By making a reservation, you are agreeing and accepting all legal items listed below and hereby certify that you are at least 21 years of age.

**RESPONSIBILITY AGREEMENT
FLAMING GORGE CORPORATION DBA LUCERNE VALLEY MARINA**

BY SIGNING THE "I AGREE" LINE BELOW, YOU ARE AGREEING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS RESPONSIBILITY AGREEMENT. IF YOU DON'T AGREE TO ALL OF THE TERMS OF THIS RESPONSIBILITY AGREEMENT, THEN SIGN THE LINE INDICATES THAT YOU DO NOT ACCEPT THE TERMS.

THIS RESPONSIBILITY AGREEMENT is made and entered into by and between FLAMING GORGE CORP. ("we" or "us"), whose principal office is located at #1 Lucerne Blvd., Manila, Utah and you:

Guests/Cardholder(s) must be a minimum of 21 years of age.

As a condition to the rental of all Rental Properties FLAMING GORGE CORP. reserves the right to charge the Guests'/Cardholders' credit card for any and all Guest/Cardholder/Invitee caused losses and damages sustained to the Rental Property (ies)(ies) throughout the duration of their stay of occupancy. In the event of any Guest/Cardholder/Invitee caused loss, or damage to the Rental Property (ies)(ies), including, but not limited to repairs, replacements, undue cleaning, eviction, service calls, service charges, fines/assessments, plus all applicable tax, FLAMING GORGE CORP. is hereby granted the right to debit(charge) the Guests'/Cardholders' credit card. An itemized statement outlining all associated costs will be sent via regular mail to the mailing address submitted by the Guest(s)/Cardholder(s) at such time as the reservation was booked. By written or electronic endorsement of this Agreement, the Guest(s)/Cardholder(s) hereby agree(s) to pay for all such charges, as defined above and on the proceeding pages.

SECURITY/DAMAGE AGREEMENT:

Guest(s)/Cardholder(s) is/are individually and severally liable and otherwise fully responsible for any and ALL Guest/Cardholder/invitee caused damages incurred to the Rental Property (ies)(ies), including, but not limited to all adjacent structures and premises, throughout the entire duration of their stay of occupancy. This includes, but is not limited to intentional and /or unintentional removal of Property Owners' (principal's) and/or accidental damage to structure(s) and premises including, but not expressly limited to any and all fixtures, appliances and furnishings. Guests'/Cardholders' credit card(s) shall be charged at full cost of repair and/or current replacement, including labor and materials, removal and disposal, plus taxes and surcharges, as applicable. A Fifty Dollar (\$50.00) Replacement Fee shall be charged to Guest(s)/Cardholder(s) that fail to return any and all Rental Property related keys and/or gate access cards* (*if applicable). All such costs shall be charged to the Guests'/Cardholders' credit card(s).

For Cabins on the Water only:

Failure to vacate the Rental Property (ies)(ies) on the scheduled date of departure by our established check-out time of 10:00AM shall result in immediate assessment of a fee equivalent to the sum of one(1) additional nights' rental rate, plus tax, with all such costs being charged to the Guests'/Cardholders' credit card(s), and the Guest(s)/Cardholder(s) and/or their invitees will be subject to immediate eviction from the Rental Properties.

For Small Boat Rentals Only:

Failure to vacate the Rental Property (ies)(ies) on the scheduled date of departure by our established check-out time of 6:00 p.m. shall result in immediate assessment of a fee equivalent to the sum of one(1) additional nights' rental rate, plus tax, with all such costs being charged to the Guests'/Cardholders' credit card(s), and the Guest(s)/Cardholder(s) and/or their invitees will be subject to immediate eviction from the Rental Properties.

Undue and/or unreasonable cleaning of the Rental Property (ies)(ies) immediately subsequent to the Guest's/Cardholders' departure shall be charged to the Guests'/Cardholders' credit card(s) as a Cleaning Charge at a rate of Fifty Dollars (\$50.00) per hour, with a one (1) hour service minimum. This applies to the premises exterior, grounds, and bbq's (if so equipped) as well as the premises interior.

All Guests/Cardholders are expected to examine the Rental Property (ies)(ies) structures and premises to the best of their reasonable ability UPON ARRIVAL, and to immediately report any and all damage(s) observed to FLAMING GORGE CORP. In the event of unreported damage(s), the Guest(s)/Cardholder(s) shall be charged at full cost of repair and materials, removal and disposal, plus taxes and surcharges as applicable. FLAMING GORGE CORP., and its Property Owners (principals shall not be held liable nor otherwise responsible in any way for the Guests'/Cardholders' personal property that is damaged, lost or stolen, and upon endorsing this Agreement, Guest(s)/Cardholders and/or their invitees agree to forever hold harmless and indemnify FLAMING GORGE CORP., and its Property Owners (principals) from any such liability/responsibility. If found; upon Guests'/Cardholders' request, FLAMING GORGE CORP., will return personal property left behind by its Guest(s)/Cardholder(s) with a Handling Fee of \$25.00, plus all applicable shipping costs. FLAMING GORGE CORP. can, at its option, hold property on behalf of the Guest(s)/invitee(s) for a period of up to 30 days, after which time all such property will be disgarded.

CHECK-IN/CHECK-OUT PROCEDURES:

CABINS:

CHECK-IN time is between 2:00-6:00 p.m. on the day that your scheduled reservation begins. Please try to schedule your arrival at our office accordingly, as there are NO early check-ins except by prior arrangement. Upon arrival at our office, Guest(s)/Cardholders will receive their key(s) and gate access card(s) (if required), as well as any special instructions or updates that may be pertinent to the Rental Property (ies)(ies). If you are going to be later than 6:00 p.m. you must call the office to make arrangements.

CHECK-OUT time is 10:00 AM Your cooperation in adhering to our established check-out time will be greatly appreciated by both our housekeeping staff and incoming guests (see rule #3 under Security/Damage Agreement). Prior to departure all dirty dishes, cookware and eating utensils should be washed, rinsed, dried, and put away in the proper location, all household trash, garbage, and/or other discarded items should be properly bagged-up so as to avoid spillage/leakage and properly deposited in the refuse container located at the dock parking lots. Upon departure, all keys and gate access cards (if applicable) are to be brought back to the marina office immediately and without delay. Keys and/or gate access cards not returned in accordance with the above shall be treated as though the Guest(s)/Cardholder(s) remained at the Rental Property (ies)(ies) in excess of the scheduled 10:00 AM check-out time, and rule #3 under Security/Damage Deposits shall apply. DO NOT leave the key(s) and/or gate pass (es) in Rental Property (ies)(ies) and and/or under outside doormats

SMALL BOAT RENTALS:

CHECK-IN time is 8:00 AM on the day that your scheduled reservation begins. Please try to schedule your arrival at our office accordingly, as there are NO early check-ins except by prior arrangement.

CHECK-OUT time is 6:00 p.m. Your cooperation in adhering to our established check-out time will be greatly appreciated by both our housekeeping staff and incoming guests (see rule #3 under Security/Damage Agreement). Prior to departure please clean up the boat of any garbage items and haul your garbage to the top of the ramp for disposal. Make sure all personal items are removed from the boat and return the boat in the same condition it was in when you departed.

HOME MAINTENANCE/HOLD HARMLESS:

While Flaming Gorge Corp. strives to maintain Rental Properties in the finest condition, no guarantees are expressed nor implied regard suitability or fitability for any particular purpose. FLAMING GORGE CORP. does guarantee that appropriate repair and/or replacement will be performed as soon as possible under

prevailing circumstances. As such, it is the Guests'/Cardholders' responsibility to immediately notify FLAMING GORGE CORP., of any and all difficulties that they incur during their stay so that appropriate repairs/replacements can be scheduled and performed. Inconveniences under which we may have no immediate control and which DO NOT warrant any refund of rental monies include: (1) breakdown of other recreational appliances/devices, (2) power outages, (3) adverse road and/or weather conditions, (4) construction taking place in the area, (5)[a] Rental Property (ies)(ies) that is/are not decorated and/or otherwise accommodated to suit the Guest's individual/personal taste(s). All guest(s) /Cardholder(s) and their invitees use the Rental Property (ies)(ies) structures and premises at their own risk. FLAMING GORGE CORP., shall not be held liable nor otherwise responsible in any way for injury to any guest(s) /Cardholder(s) and/or their invitees, that is caused or permitted to be caused by the intentional or unintentional acts of said Guest(s)/Cardholder(s) and /or invitee(s), or by the failure of structures, appliances, (including bbq's) furnishings, and/or other equipment, whether by malfunction, misuse, acts of God/nature, and/or are otherwise naturally occurring. No guarantees are expressed nor implied as to the fitability of utilities and/other services provided to the Rental Properties and adjacent structures and premises. No guarantees are expressed nor implied regarding the fitability/suitability/compatibility of materials utilized in the construction of the Rental Property (ies) and/or its contents. FLAMING GORGE CORP. shall not be held liable nor otherwise responsible in any way for allergic reactions to it Guest(s) /cardholder(s) and/or invitees, caused or permitted to be caused by materials utilized in the manufacture of the Rental Property (ies)(ies) and/or its contents, nor from mold and/or airborne spores, nor from pet/animal allergens, nor from chemical agents including, but not limited to appliances, linens, carpeting, utensils, fixtures, and/or to other equipment. By written or electronic endorsement of this Agreement, Guest(s) /Cardholder(s)/invitees hereby agree to forever hold-harmless and indemnify FLAMING GORGE CORP. from any liability/responsibility arising therefrom.

OCCUPANCY LIMITS ENFORCED:

Adherence to designated Rental Property occupancy limits is strictly enforced. Over crowding violates local health codes and fire ordinances, and is considered grounds for IMMEDIATE eviction from the Rental Property (ies), with Guests'/Cardholder's forfeiture of any and all monies paid. NO mobile sleeping units (i.e.: travel trailers, motorhomes, tents, and/or other RV's etc.*) may be used at Rental Property for any purposes whatsoever, other than transportation to and from the Rental Property (ies) Property (ies). (*travel trailers, motorhomes, tents, and/or other RV's etc., are NOT PERMITTED to be parked anywhere within the confines of the private dock parking lots. Lucerne Valley Marina reserves the right to limit the number of people on any vessel for the safety of our guests.

SMOKING:

All Rental Properties within the FLAMING GORGE CORP. rental program are considered smoke free. Materials found discarded about the grounds will necessitate additional cleaning, with a one (1) hour service minimum (see Rule #4 under Security/Damage Agreement). Smoking is not allowed in the cabins & ski boat rentals.

PETS:

FLAMING GORGE CORP. offers it's Guest(s)/Cardholder(s) (domesticated) pet friendly accommodations in **SOME** of its rentals. However, the **CABINS and SKI BOATS DO NOT permit pets of any description**. It is the Guests'/Cardholders' responsibility to check with FLAMING GORGE CORP., prior to reserving, to disclose that they wish to bring a pet(s) and to determine the availability of pet friendly Rental Properties. Pets found in Rental Properties not designated for such purposes, shall result in the Guests'/Cardholders' IMMEDIATE eviction from the Rental Property (ies)(ies) with the complete forfeiture of any and all monies paid. A \$50.00 pet deposit is required on small boat rentals that allow pets.

ENTIRE AGREEMENT:

THIS AGREEMENT, WHEN COMBINED WITH ANY AND ALL MARINA RULES AND REGULATIONS, (IF APPLICABLE) CONSTITUTES THE ENTIRE AGREEMENT. NO ADDITIONAL PROVISIONS ARE EXPRESSED NOR IMPLIED. THIS SUPERCEDES ANY AND ALL PREVIOUS AGREEMENTS, WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED. UPON MANUAL OR ELECTRONIC SIGNING, THE GUEST(S)/CARDHOLDER(S) HEREBY ENDORSE THE FACT THAT THEY HAVE READ AND UNDERSTAND THIS AGREEMENT IN ITS ENTIRETY, AND AGREE TO ACCEPT ALL OF ITS TERMS, CONDITIONS, AND RESTRICTIONS, WITHOUT EXCEPTION.

DEFINITIONS:

The terms Guest', Guest(s)', and Guests' all refer to the specific Cardholder whose credit card(s) was/were utilized to secure reservations for the Rental Property (ies)(ies) from FLAMING GORGE CORP. As such, the Guest(s) /Cardholder(s) (as defined above) is/are individually and severally liable and otherwise directly responsible for the actions of all members of their party including, but not limited to, family members, associates, and invitees. All costs of accommodation including, but not limited to, loss, damage, and/or fines are considered to be the full and complete responsibility of the guest(s) /Cardholder(s), regardless of whether or not the Guest(s)/Cardholder(s) was/were actually present at such time as the loss, damage, and/or fine(s) actually occurred. The term 'Principal' all refer to the person(s) or entity that holds an interest of ownership in the Rental Property. The term 'Rental Property' and 'Rental Properties' refers to the specific structure(s) and premises incorporated into the FLAMING GORGE CORP., rental program that is rented to the Guest(s)/Cardholder(s), including, but not expressly limited to all furnishing, appliances, and accompaniments.

Privacy Policy: FLAMING GORGE CORP. will not sell or share your personal information with any third party.

If you have any questions about our policies, please contact us at 435-784-3483 or by email at lucerne@union-tel.com.
Thank you!

I HAVE READ AND AGREE TO THE CONDITIONS OF THE ABOVE RENTAL AGREEMENT. I AM OVER 21 YEARS OF AGE.

Signature: _____ **Date:** _____

Flaming Gorge Corp reserves the right to refuse boarding to those not meeting above policies.

I disagree with the above read conditions of the rental agreement and request that my reservation be cancelled.

Signature:

Date: _____