

# BEAVER FALLS RANCH RESORT

## RENTAL AGREEMENT & RELEASE OF LIABILITY

This agreement is for rental of the Beaver Falls Resort Ranch located at: North Creek Beaver County, UT 84713 and is entered into between the Newberry Family Partnership” and “Guest”, who is set forth below.

**Guest Name:**

**Address:**

**Cell Phone:**

**Home Phone:**

**Alternate Phone:**

**E-mail:**

**Driver’s License#/State/Expiration:**

**Number of Guests:** Bookings are based on 14 people. Guests shall not have more occupants than stated in this agreement. You will need to have each additional guest sign a “Release of Liability Form”

**Guest List:**

	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX

### Reservation & Payment Information

Make checks payable to: **Newberry Family Ranch**

Mail to: **203 E Cobblecreek Dr #200 Cedar City Utah 84720**

**Arrival Date:** ..... (Check-in is 4 p.m.)

**Departure Date:** ..... (Check-out is 11 a.m.)

The check-in and check-out times are strictly enforced. Guest will be charged \$200 per half hour if they fail to check out by 11 a.m.

**50% of your total nights stay is required to hold your reservation.**

**Remaining 50% of total nights stay + tax + \$250 cleaning fee + \$1000 damage due 15 days before stay**

### Cleaning Fee & Damage Deposit

***\$250 Cleaning Fee/Non-refundable/\$1000 Damage Deposit/Refundable.*** Your refund will be returned within 7 days of your departure providing there are no additional cleaning charges, damage or theft. We ask that you leave the home reasonably neat and clean to secure your full refund. Spills need to be cleaned up. We do not require you to make up the beds, mop/sweep/vacuum the floors, clean or disinfect the bathrooms and sinks. You will be charged extra for any excessive cleaning or damage that is done to the house or grounds. We ask that you do not re-arrange the furniture, beds or tamper with the smoke detectors or wireless router.

Upon your departure:

- (1.) Please leave OUR HOME in the same orderly fashion as when you arrived.
- (2.) Please remove all food and drink from the refrigerator, freezer, cupboards and drawers.
- (3.) Please load dishwasher with dirty dishes and start cycle before departure.
- (4.) Please pull back comforters on all beds that were slept in. It is not necessary to “strip the bed”.
- (5.) Please leave all sheets, blankets, pillow shams and pillows in their designated bedrooms.
- (6.) Please leave all soiled towels on the bathroom floors.
- (7.) Please return ALL DVD's to original location. **You will be charged \$30 for each missing DVD**

(8.) Please take all personal items with you. Newberry Family Partnership is not responsible for lost items or items left behind, but will forward items onto you at your request. Shipping & handling charges will apply.

(9.) Please set thermostat to 55 degrees.

(10.) PLEASE LOCK ALL DOORS AND WINDOWS.

(11.) PLEASE RETURN KEY TO LOCK BOX. **You will be charged \$125 for lost key.**

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**Beaver Falls Resort Ranch** is professionally cleaned after each guest's stay.

**NO PETS ARE ALLOWED** Any evidence of a pet in the House will cause forfeiture of all rent paid, forfeiture of any deposit and immediate eviction of Guest's and visitors.

**SMOKING IS PROHIBITED IN THE HOUSE** The garage is not considered outside. When smoking outside the House, the remainder of the cigarette must be placed in cigarette container outside. Smoking inside will result in forfeiture of all rent paid, forfeiture of any deposit and immediate eviction of Guest's and visitors.

**PARTIES ARE NOT PERMITTED** Guest's must abide to the number of maximum occupancy (12). **Beaver Falls Resort Ranch** is not to be used for weddings, receptions, parties or any other group function without the written consent of management.

Violators will be removed from the Property immediately without refund and forfeiture of any deposit.

**MAINTENANCE & ACCESS** Owner shall make every reasonable effort to keep the House, its systems and appliances in good working order. However, despite these efforts, some items may fail from time to time. Appliances/fixtures/sinks/toilets are not guaranteed. Owner will repair faulty appliance/fixture/sink/toilet upon notice by Guest. No refunds will be issued due to failure. Owner, along with its agents are allowed access to the House and property during guests stay if deemed necessary. Failure to allow repair can terminate rental agreement, eviction and forfeit all payments and security deposit.

**CANCELLATIONS** Deposit is Non-Refundable. If final payment is not received 30 days prior to your arrival, we reserve the right to cancel your reservation and open the dates for others to reserve.

**WEATHER CONDITIONS** Owner assumes no responsibility for weather conditions, acts of God or nature that happen during the Guest's stay. No refunds will be made due to weather conditions or power outages prior to your visit or during your stay.

**DAMAGE IN EXCESS OF SECURITY DEPOSIT** Guest is responsible and liable to Owner for damages in excess of the security deposit for any damage or loss by Guest or member of Guest's party.

**ATTORNEY'S FEES** If **Beaver Falls Resort Ranch** consults legal and/or a professional collection service, for collecting any amounts due to **Beaver Falls Resort Ranch** under this Agreement, Guest shall be responsible for all costs of litigation and/or collection in case of such, including actual attorney's fees.

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**Guest, along with all members of Guest's party staying at Beaver Falls Resort Ranch, agrees to comply with the Policies as set forth in this agreement. Owner also reserves the right to terminate occupancy without refund should violations of the policies set forth in this agreement or occupancy limits occur. I certify that I am at least 21 years of age and will be staying with the group. I hereby acknowledge that I have read, accept and understand the terms and conditions of this agreement.**

Please return a signed copy of this rental agreement and your reservation deposit check to:

**Newberry Family Partnership**  
**203 E Cobblecreek Dr #200**  
**Cedar City Utah 84720**

**Release of Liability**

I the undersigned hereby release fully and discharge Beaver Falls Ranch Resort, Its owners, agents and employees from any and all liability resulting from any personal injury to myself or any other persons included but not limited to my party that have not themselves or their guardians signed a liability release form.

I accept for myself and any other person of my party that has not themselves or their guardian signed a liability release form, full responsibility for any and all injuries of any kind which may result from my stay at Beaver Falls Resort Ranch and it is my intention to HOLD HARMLESS Beaver Falls Ranch Resort owners, agents, and employees.

I agree the owners of Beaver Falls Ranch Resort are not liable for loss, damage of property, injury to me or my guests during my stay on the premises.

I hereby release, waive, discharge and covenant not to sue the owners of Beaver Falls Resort Ranch or the Newberry Family Partnership, its officers, staff, agents, or employees for any liability, claim and or cause of action arising out of or related to any loss, damage or injury, including death that may be sustained by me or to any property belonging to me arising out of use of the log home or property.

I understand that the Beaver mountains wilderness can be dangerous.  
I assume all risks associated with the wilderness and will not hold the owners of Beaver Falls Ranch Resort, its officers, staff, agents or employees liable for any injury or death that occurs in the wilderness.

The release shall be effective whether the injury is caused by my negligence, the negligence of the owners of Beaver Fall Ranch Resort, its officers, staff, agents, employees or the negligence of any third party.

I understand that Beaver Falls Resort Ranch is located in the wilderness and fully release owners, operators of any liability that could arise from falling down, falling off bridge, burns from campfires, drowning in river.

Signer agrees to take financial responsibility for any person he/she brings onto the ranch property that does not sign a release of liability form.

In the event that I am signing as a parent of a minor, I represent that I have full authority to do so, realizing this release is binding upon the minor as well as myself.

I, the undersigned, acknowledge that I have carefully read this release of liability and understand its contents. I am aware that by signing this release, I am waiving certain legal rights, including the right to sue Beaver Falls Ranch Resort.

**CAUTION: READ BEFORE SIGNING!** This document affects your legal rights and will bar your right to sue!

Renters Signature\*

\_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian

\_\_\_\_\_ Date \_\_\_\_\_

\*Parent or Guardian signature must accompany minor signature.

