

Maple Mountain Springs Booking Confirmation

Welcome to Maple Mountain Springs! We are pleased that you have chosen to stay with us.

All HOUSE and LOCAL GOVERNMENT RULES will apply to each reservation. Maximum Occupancy and Parking Restrictions will apply with no exceptions.

Your Booking Details

Arrival: Departure: Booked on:

Total # of Adults:	
Total # of Children:	

Email:	
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Phone:

Mailing address to return deposit:



Maple Mountain Springs

Vacation Rental License Agreement

This Vacation Rental License Agreement (the "Agreement") is made by and between Maple Mountain Springs, LLC ("Owner") and ______ ("Guest"). It is the responsibility of the Guest to be familiar with all policies within this agreement.

Vacation Property physical address:

Maple Mountain Springs 1255 S. 1500 E. Mapleton, UT 84664

- 1. **LICENSE TO OCCUPY:** In consideration of the monies paid and promises contained herein, the Owner hereby grants to Guest the license to use the Vacation Property during the Term of Occupancy set forth in Paragraph 2 to this Agreement. Guest acknowledges that they and their guests are occupying the property only as a licensee of the Owner, and that this agreement does not create a landlord-tenant relationship, nor grant Guest any other interest in the Owner's property.
- 2. **TERM OF OCCUPANCY:** The rental period begins at 3:00 p.m. MST on the "Check-in Date" and ends at 10:00 a.m. MST on the "Check-out Date". Please see invoice for check-in and check-out dates.
- 3. MAXIMUM OCCUPANCY: Pursuant to Local Government Rules, the maximum number of overnight guests for this property is limited to thirty-three (33) persons. Any additional daytime visitors (people not staying the night) must be approved by management.
- 4. **PARKING:** Parking is permitted in designated parking stalls located in front of the home and to the East of the home and grass field. UNDER NO CIRCUMSTANCES may Guest or any member of the rental party park on the paved roadway outside of the electric gate.
- 5. **CLEANING:** A cleaning fee of <u>\$750</u> is required. No cleaning service is provided during the Guest's stay. Cleaning service charges in excess of <u>\$750</u> will be deducted from the Security Deposit. In order to avoid incurring additional cleaning fees, please complete the following prior to departure:
 - a. Beds: Please leave all used beds unmade.
 - b. Towels: Please pile used towels next to the washing machine in the nearest laundry room located on the floor they were used.

- c. Dishes: All dinnerware, pots, pans, and glasses should be cleaned and put away, or put in the dishwasher and started.
- d. Trash: Please remove all trash from the house/pool/gathering areas and place in the dumpster on the property.
- 6. **PAYMENT:** A payment equal to 50% of the total rental rate is required to reserve the Property. The remainder of the rental rate is due 30 days prior to your Check-in Date. Guest acknowledges that all payments are nonrefundable.
- 7. **DAMAGE/SECURITY DEPOSIT:** A damage/security deposit of \$1,000 is required. The damage/security deposit is NOT applied toward the rental rate; however, it is fully refundable within (14) days of departure, provided the following provisions are met:
 - a. No damage is done to the Property or its contents, beyond normal wear and tear.
 - b. No charges are incurred due to excessive noise, pets, or smoking.
 - c. No excessive cleaning is required.
 - d. No excessive utility charges are incurred.
 - e. No linens/towels are lost, stolen, or damaged.
 - f. No member of the rental party is evicted by the owner or local law enforcement.
 - g. No fines or summons imposed by Mapleton City as a result of your actions.
 - h. All rules in this agreement must be followed.

Guest acknowledges that he/she will be liable to Owner for damages or loss caused by Guest or a member of the rental party in excess of the Security Deposit

- 8. USE OF LOWER POND: Guest acknowledges that due to Local Government Rules, Guest and other members of the rental party, and all other individuals Guest permits on the Property <u>ARE PROHIBITED</u> from using the lower pond for anything other than fishing from the shore. <u>Prohibited activities include, but is not limited to, kayaking, paddle boarding, rowing, sailing, canoeing, wading, swimming, snorkeling, scuba diving, etc.</u> Violation of this rule by any person will result in the automatic forfeiture of Guest's Security Deposit and may result in immediate eviction from the Property with no refund.
- 9. **NOISE:** Guest understands and agrees that they and all members of the rental party will be respectful to our neighbors which shall include driving slowly on the road to the property, not creating any loud noise (including music) which the neighbors can hear after 10:00 p.m. or before 8:00 a.m. Violation of these rules by any person may result in immediate eviction from the Property and the forfeiture of the Security Deposit and Rental payment.
- 10. **SMOKING/DRUGS:** This is a <u>NON-SMOKING</u> property. No smoking or vaping is allowed on the Property. Violation of this policy by any person will result in the automatic forfeiture of Guest's Security Deposit.

- 11. **PETS:** No pets are permitted on the Property at any time, inside or outside of the house. Violation of this pet policy by any member of the rental party will result in the automatic forfeiture of Guest's Security Deposit.
- 12. **CAMPING:** In accordance with Local Government Rules, <u>NO CAMPING</u> or recreational vehicles including camper trailers and motor homes are permitted on the Property. Guest and all members of the rental party shall utilize the indoor sleeping accommodations provided.
- 13. **ILLEGAL DRUGS:** Under no circumstances shall any illegal drugs be allowed on the property. Guest understands that possession and use of any such substance is grounds for immediate eviction and forfeiture of the Security Deposit and rental payments.
- 14. FIREARMS: No firearms are allowed on the Property.
- 15. FIREWORKS: The use of fireworks is prohibited at all times on the Property by city ordinance.
- 16. **ATV:** The use of all-terrain vehicles including but not limited to side-by-side vehicles, four wheelers and motorcycles is prohibited on the property, and the driveway leading into the property.
- 17. **RENTAL RULES:** At all times while on the Property, Guest agrees to comply with the Rental Rules attached as Exhibit A to this agreement. Guest further agrees to ensure that all members of the rental party, and anyone else Guest permits on the Property, shall comply with the Rental rules at all times while on the Property.
- 18. **OWNER RIGHT OF ENTRY:** The Owner and its agents or representatives shall have the right to enter onto the Property during reasonable hours to inspect, make alterations and/or repairs, and to provide maintenance as the Owner may deem appropriate. Guest acknowledges that routine care-taking and grounds maintenance will occur periodically during the rental period.
- 19. NO ASSIGNMENT/SUBLETTING: This Agreement shall not be assigned, nor the Property sublet without the prior written consent of the Owner. Guest acknowledges that they will personally occupy the property for the entire rental period and will not sublet any portion of the Property. Violation of these terms shall give Owner the right to immediately evict Guest and terminate this Agreement and Guest will forfeit the right to their security deposit and rental payment.
- 20. WAIVER AND INDEMNIFICATION: Guest agrees to indemnify Owner and Owner's agents from and against any and all claims, actions, damages, liabilities and expenses, including reasonable attorney's fees in connection with the loss of life, personal injury, and/or damage to property arising from or out of any occurrence in, upon, or about the Property, occasioned by an act or omission by Owner, Owner's agents, Guest, or other persons.

OWNER AND OWNER'S AGENTS SHALL HAVE NO LIABILITY FOR DAMAGES OR INJURY TO GUEST AND OTHER MEMBERS OF THE RENTAL PARTY. It is expressly understood and agreed that Owner and Owner's Agent will not be liable for any damages or injury to Guest or other members of the rental party from whatever cause arising from the occupancy of the Property, both inside and outside of the house, whether on the Property or elsewhere.

THE SUPERVISION AND SAFETY OF ALL CHILDREN ARE THE DIRECT RESPONSIBILITY OF GUEST, PARENTS OR CARETAKERS OF ANY CHILDREN ON THE Property. This includes, but is not limited to supervision of children on decks, playground equipment, the playhouse, pirate ship play structure, pool, ponds, and any and all other activities on the Property.

Guest specifically accepts ALL liability for use of bunk beds, the pool, and pond on the Property and understand that Owner and Owner's agents shall have no liability form any accidents, injuries or death that may result from the proper or improper use of said bunk beds, pool, or pond. Guest accepts liability by voluntarily using said bunk beds, pool, or pond.

- 21. ENTIRE AGREEMENT: This Agreement and any attached addenda constitute the entire agreement between the parties. This Agreement may only be amended by a written document duly executed by all parties. It is the intention of the parties that if any portion of this Agreement is deemed invalid for any reason, such invalidity shall not void the remainder of the Agreement.
- 22. **DISPUTES AND JURISDICTIONS:** This agreement shall be interpreted under the laws of the State of Utah. All disputes, controversies or claims arising out of or relating to this contract shall be submitted to mediation in the County of Utah. If either party brings an action to enforce its rights under this agreement, the prevailing party shall be entitled to recover its expenses (including reasonable attorney fees) incurred in connection with the action from the losing party.

23. CERTIFICATION:

I, the Guest(s), hereby certify that I/we have read this entire agreement and conditions and agree to the terms and will comply with them during the rental period.

GUEST #1 (Signature)

DATE

GUEST #1 (Printed Name)

GUEST #2 (Signature)

DATE

GUEST #2 (Printed Name)

Maple Mountain Springs, LLC

Owner Signature

DATE

House Rules

- 1. **Children must be actively supervised by an adult at all times on the property.** Children may not wander the grounds or use the playground or pool areas unattended.
- 2. The pool cover must remain closed at all times unless the pool is in use and supervised by an adult.
- 3. No swimming, playing, or water activities are allowed in the lower pond by the big house. (This requirement comes from Mapleton City as a condition of our rental permit. Failure to comply may result in ejection from the property without refund and the loss of your security deposit.) The lower pond may be used for catch-and-release fishing only from the shore. Please crimp the barbs first on your fishing hooks. The lower pond contains large-mouth bass, trout, blue gill, hybrid blue gill and crappie.
- 4. The upper pond by the cottage may be used for swimming, canoes, paddle boards and kayaks. No fishing is allowed on the upper pond.
- 5. Life jackets must be worn at all times by all individuals when on the pond. Life jackets are in the bin on the south side of the upper pond.
- 6. The maximum sleeping occupancy for the property is 33 people. (This is also a requirement from Mapleton City) No additional overnight visitors are allowed. Any additional daytime visitors (people not staying the night) must be approved by management.
- 7. Please respect our neighbors. Quiet hours are from 10:00 pm to 8:00 am. The pool and sport court may not be used during this time. The sport court lights must be turned off at 10:00 pm. No speakers, music, parties or loud groups outside after 10 pm.
- 8. Smoking, vaping, or illegal drug use of any kind is not allowed anywhere on the property.
- 9. Please don't leave trash outside unless it is in the dumpster. We have lots of animals who would love to get into it!
- 10. Please don't touch the projector screen in the basement or allow your children to touch it. Dirt, food, and fingerprints will ruin the screen and you will be charged for a professional cleaning or replacement.
- 11. Please do not park or drive on the grass.
- 12. Wood fires are only allowed in the dedicated firepit ring next to the lower pond. Because of our location next to national forest property, please be diligent due to the extreme fire danger. You are responsible for ensuring that your fire is completely put out. Fireworks are not allowed on the property at any time.
- 13. Please only use the propane and gas grills provided. Charcoal grilling is not allowed on the property due to the extreme fire danger.
- 14. Please let us know immediately if something is malfunctioning so it can be rectified.
- 15. No pets are allowed.
- 16. No parties or events without written permission. Any illegal activity will result in eviction.
- 17. A property manager is living in the cottage by the upper pond. The deck area and patio are for his use and are not available to our guests.
- 18. Please do not move or rearrange the furniture.
- 19. Please do not clean the stoves or ovens, as damage may occur if they are cleaned incorrectly. Our cleaning crews will take care of this.
- 20. Please do not bring cots, air mattresses, sleeping pads, or other temporary sleeping accommodations. However, pack-and-play and portable cribs are allowed for infants.
- 21. The garage space is for the owner's use only.
- 22. No camping, RVs, Camper trailers or ATVs may be used on the property.
- 23. Do not enter the pasture area with the cows and horses. Please do not feed or interact with the animals.
- 24. Maple Mountain Springs is next to national forestry land. There are many wild animals that often find their way onto the property. Deer, raccoons, skunks, squirrels, turkeys, geese, bears, and other animals are common. Do not attempt to feed or interact with the wildlife.
- 25. Rattlesnakes are occasionally seen on the property. Please keep a close eye on children and avoid walking through tall weeds and shrubbery.

Pool Rules

- 1. No Lifeguard is on duty.
- 2. Children must be supervised at all times in and around the pool. Please designate an adult to keep an eye on children while in the swimming pool.
- 3. The pool cover must remain closed at all times unless the pool is in use. This rule is in place to keep your children safe from accident and drowning.
- 4. Do not open the pool cover if there is water or snow on top of the cover. The added weight will damage the motor. Please let management know.
- 5. No Diving is allowed.
- 6. No running on the deck or rough play in or around the pool.
- 7. No glass in the pool area. Broken glass in the pool area will result in the forfeiture of your security deposit.
- 8. **Pool toys must be removed from the pool BEFORE the cover is closed.** Toys left in the pool will become entangled in and damage the cover and require a professional with scuba gear to remove them.
- 9. Life-saving rings are to be used for emergency purposes only. Please don't use them as toys.
- 10. The pool is available for use May September. The pool can be heated for a per-day charge, three-day minimum. The jacuzzi is available year-round upon request, weather permitting.
- 11. One person is allowed on the pool slide at a time. Ensure that nobody is at the bottom of the slide before sliding down.