

GUEST AGREEMENT

THIS AGREEMENT is made on the _____ day of _____, 2009.

BETWEEN:

Lakeside Vacation Rentals, LLC
PO Box 433
McCall, Idaho 83638

(Hereinafter referred to as the "Company")

AND:

Name(s) _____

Address _____

(Hereinafter referred to as the "Guest")

The Company has been hired to act as the Owner's agent to arrange for guests to stay at the property. As a Guest interested in the Property for your vacation, you are now entering into an Agreement on the terms and conditions set out below.

THIS AGREEMENT WITNESSES that, in consideration of the premises, agreements and covenants below, the Company and the Guest agree as follows:

The Company as an Agent

The Company has arranged for the use of this Property by the Guest. The Guest agrees that the Guest is paying the company for the use of the property, and that the Company incurs no liability whatsoever.

Guest Conduct

ABSOLUTLEY NO SMOKING AND NO PETS. If it is determined guests have smoked inside the property, the Company will charge the guest credit card whatever the cost to clean the property.

The Guest will act in a proper and reasonable manner while staying at the Property and will ensure the Property and all contents and chattels used by the Guest are used in a manner to avoid any damage, reasonable wear and tear permitted, and will make all reasonable efforts to preserve and protect the Property and will not create a nuisance to occupants of any neighboring Property.

The Guest will ensure that members of the Guest's party and the Guest's invitees act in accordance with the terms of the Guest Agreement and otherwise comply with the obligations of the Guests. The Guest is responsible for the acts of members of the Guest's party and of the Guest's invitees.

The Guest will vacate the Property at the 10:00 (am) checkout time and note that there is a 3:00 (pm) or later check-in time. The Guests will leave the Property in a clean tidy and orderly condition with furniture in the same location as at the commencement of the stay. Unless a late checkout is arranged on or before arrival a \$50/hour fee will be charged for each hour (or portion thereof) past the required checkout time and before the required check in time.

Only those adults who have been listed in the Guest Agreement and the minor children named may stay overnight at the Property. The rates are based on double occupancy. Charges for additional persons apply. Unless previously agreed, if an additional person over the agreed number of occupants stays overnight at the Property, an additional charge of \$50 per guest per night will be levied. The guest may not camp, tent or place auxiliary facilities on the Property without prior written authorization from the Company. The Guest may not sublet all or a portion of the Property nor assign this Guest Agreement.

The Owner or Company may ask a Guest, or the Guest Party to leave if, in the Owner's or Company's reasonable opinion, the behavior of the Guest or any member of the Guest's Party is unreasonable, or if the Guest breaches this Guest Agreement, whereupon the use will terminate and the Guest will not be entitled to any refund.

Use or storage of contraband or illegal substances on the property will result in immediate eviction and notification of the appropriate authorities.

Damage Deposit

The damage deposit is separate from the booking deposit of 25%. All reservations are subject to a \$500-damage deposit regardless of length of stay. The damage deposit may be retained and applied against any and all damage and loss to the Property (other than normal wear and tear), excessive cleaning costs and any other amount owing by the Guest under this Guest Agreement. The retention of the damage deposit herein is without prejudice to the Owner's right to claim from the Guest any amount in excess of the damage deposit. The Guest does hereby authorize the Owner or the Company to charge any excess damage or costs referred herein to any Guest's credit card, the particulars of such card having been provided to the Owner or the Company. The Company will return the damage deposit, minus any deductions to the Guest. There is a \$25 charge per key for keys not returned to the Company upon departure.

Cleaning Fees

Cleaning deposits are separate from damage deposits and are completely non-refundable. Cleaning fees differ between properties. The Guest is responsible for leaving the accommodation tidy and clean, with furnishings left in the same position as it was when the Guest arrived. If the cost to clean is more than the deposit paid, the Company will charge the difference to the customers credit card.

Property Used at Guest's Risk

The Property is used entirely at the risk of the Guest and members of the Guest's party. The Guest is responsible for any damage, loss or injury caused to the Property or to any other property or person by the Guest or members of the Guest's party, or the Guest's invitee. Neither the Company nor the Owner is responsible for any injury, accident, death, property loss or damage, loss of physical or mental enjoyment, expense, cost or inconvenience directly or indirectly caused to the Guest or any member of the Guest's party, by or arising out of the use or occupation, or the condition of the Property or its approaches. The fact that children may be permitted on the Property does not imply that the Property is without risk to children.

Indemnity

The Guest will indemnify and save harmless the Owner, the Owner's agents and the Company from any and all damage, loss, expense, claim, action or liability of any kind whatsoever, or howsoever caused including, without limitation, a claim of any kind by any member of the Guest's party (including those of minor children), which arises from or relates in any way to the use or occupation of the Property by the Guest, members of the Guest's party or by invitees of the Guest. The Guest is responsible for any damage of any kind to the Property caused or contributed to by the Guest, members of the Guest's party or by invitees of the Guest.

Limitations of Claim

If the Guest or any member of the Guest's party or invitee of the Guest's party or invitee of the Guest, has a claim of any kind against the Company or the Owner, with respect to, or arising from this Guest Agreement or the use of the Property, the maximum liability in all circumstances of the Company and the Owner with respect thereto will be the amount of money the Guest has paid under this Agreement.

Interpretation

The laws of the State of Idaho, USA shall govern this Guest Agreement; the singular will include the plural. If there is more than one Guest, the covenants, agreements and acknowledgments of each person comprise the Guest.

The Agreement and other writing delivered pursuant hereto may be executed in any number of counterparts with same effect as if all parties to this Agreement or such other

writing had signed the same document and all counterparts will be construed together and constitute on and the same instrument. Facsimile copies and facsimile signatures will be valid and binding.

This Agreement will ensure to the benefit of and be binding upon the respective legal representatives, successors and permitted assigns of the parties.

The Guest agrees to use the Property for the period of time for the amounts and other payments set out herein and in the Rental Application on other terms and conditions contained in this Guest Agreement. The adult members of the Guest party who execute this Agreement agree to observe, perform and abide by the obligations of the Guest under this Guest Agreement. The undersigned agree that they and all their guests will use the Property at their own risk.

SIGNED AND DELIVERED by the Guest(s)

_____ X
(Guest's name -please print) (Guest's signature)

_____ X
(Guest's name -please print) (Guest's signature)

Facsimile Agreement

The guest agrees that this agreement may be executed by this and other facsimile transmissions and this/or other original facsimile signatures will seal the binding obligation of the parties to be bound by the terms of this agreement.

Limitations of Liability:

I/We _____

represent, warrant, acknowledge, and agree with Lakeside Vacation Rentals and the Company that I/we will use the cabin, it's property, it's facilities and equipment in accordance with the terms and conditions, the household rules/inventory lists, and the cabin rental application and that I/we do so at my/our own risk and that I/we indemnify and save, the Company and Lakeside Vacation Rentals harmless from any personal injury, sickness or death, loss or damages, however caused, to person or property of the guest, his/her respective family, and/or guests, during or after the time of occupancy. Additionally, I/we accept full responsibility of the use of the cabin and the surrounding property and any and all equipment, furnishings and agree to pay for any repair or replacement of the fore mentioned cabin equipment beyond normal wear and tear.

Printed

Names: _____ Signature(s): _____
