

FURNISHED SHORT TERM CONDOMINIUM LEASE

The lease is made on _____. The landlord hereby agrees to lease to the Tenant and the Tenant hereby agrees to lease from the Landlord, the Lease Premises described below pursuant to the terms and conditions herein:

Landlord: L. Ried Schott
P.O. Box 5987
Playa del Rey, CA 90296
Fax: 310-545-5665
Phone: 310-545-4848
(Weekdays between 10am to 6pm. PST)

Tenant:

Thank you for making your reservation for the Park City Townhome, identified as the Leases Premises below. If you are in agreement that the rental accommodations are correct and the terms and conditions are acceptable, please SIGN THE BOTTOM OF THIS AGREEMENT where indicated and return the copy to the Landlord's address above, or via fax to 310-545-5665 before _____. Rental deposit and payment must be made under the time frame and conditions stated herein.

- 1. Leased Premises.** The Leased Premises (Premises) are described in Park Avenue Condominiums, Park City, UT 84060, as ____ Unit 253 (1783 Capt. Molly Dr.), ____ Unit 254 (1785 Capt. Molly Dr.) or ____ both the units noted. If the rental includes Unit 254, the area includes: 1) ____ the entire 3BR, 3.5Ba unit, 2) ____ the 2BR/2.5BA townhouse (254-1), or 3) ____ the lockout master suite (254-2). In either unit, the rental expressly excludes the owner's "lockout" closets and any and all items therein. Common area amenities such as open parking, spas, pool, rental office and tennis are available to all occupants.
- 2. Arrival and Departure Times.** Check-in time is 3pm. The check-out time is 10am. Early check-in or late check-out may be possible, but only if approved no more than two (2) days in advance by the Rental Office (435-649-5114).
- 3. Lease Period and Rent.** The lease period is for a total of _____ nights beginning _____, and departing _____. The rental amount is \$_____ per night for ____ nights or a total of \$_____ in U.S. funds.
- 4. Security Deposit and Reservation.** Tenant shall make a Security Deposit of \$_____ that is fully refundable if there are no damages. (See paragraph 6.) Landlord shall refund the Security deposit within approximately 10 business days of departure. A valid VISA, DISCOVER or MASTER CARD charge card must be used for the Security Deposit and can be made with the Landlord at the phone number above, or via the Internet at www.parkcitytownhome.com/pay.html.
- 5. Payment Terms.** The rental payment and security deposit can be made in U.S. funds by check, money order or credit card after \$_____ and before \$_____. Should a credit card be used, please refer to the procedure used above in paragraph 4. Payment by check should be made to the address stated above. If the full rental payment is not received as stated in this lease or by supplemental agreement, the Landlord may retain the Security Deposit and a portion of the Rental Payments as damages, subject paragraph 6.
- 6. Repairs, Damages and Missing Items.** The Tenant assumes direct responsibility to the Landlord for any damages that may occur as a result of occupancy to the Premises, excluding normal wear and tear. The Tenant is responsible and liable for all repairs, missing items (including the Owner's Closets) and damages caused by or required as a result of any acts or neglect of Tenant, occupants, invitees or guests. Any expense reimbursement, or payment to cover any Tenant charges accruing to the Premises that are unpaid (e.g. video on demand or phone charges) will come directly from the Security Deposit first, secondly from credit cards on file and lastly by any other applicable remedies.
- 7. Assignment/Subletting Restrictions.** Tenant may not assign this agreement or sublet the Premises without prior written consent of the Landlord. Any assignment, sublease or other purported license to use the Premises by Tenant without the Landlord's consent shall be void and shall (at Landlord's option) terminate this Lease.
- 8. Cancellation.** The Tenant can cancel this lease in writing and by forfeiting one night's stay before _____. Thereafter, a refund will only be made if another renter is found for the same nights, less: 25% of the agreed upon rate and any shortfall in the differential of the rates.
- 9. Right to Enter and Hold Harmless.** Landlord or their designated representatives, may, at reasonable times, enter the Premises to clean it, inspect it, to make repairs or alterations and to show it to potential buyers, lenders or tenants. Tenant agrees to indemnify and hold harmless the Landlord and their representatives from any accident that may occur to the Tenant, anyone in their group, or their guests in or on the Premises, or any articles left on or in the Premises. Landlord hereby serves notice that certain hazards exist from external conditions near or on the Premises such as golf ball projectiles from the adjacent golf course or ice, lightning and hail generated from the mountain climate. Further, certain appliances and equipment also provide certain risks if not properly used. Tenant hereby holds the Landlord harmless for any accidents arising from such external conditions or the use of appliances and equipment on the Premises. In addition, the Tenant assumes any responsibility for "baby proofing" the Premises for infants and children.

- 10. Unavailability of Leased Premises.** Should the Premises may become unavailable for occupancy by reason of destruction by a fire or other occurrence, a casualty loss, or other such act not caused by negligence or willful act of the Tenant or their guests, the Tenant may request certain remedies. These include: 1) an alternative property provided by the Landlord for part or all of the term, 2) a reduction in the rental period on a prorated basis, or 3) cancellation of the lease and full refund to the Tenant. In addition, the Tenant shall be limited to these same remedies should the Leased Premises be unavailable due to a holdover tenant or a double booking among either or both the Landlord and the management firm. The Tenant indemnifies the Landlord against any other liabilities should the Premises be unavailable.
- 11. Occupancy Limits.** The maximum number of occupants for Unit 253 is 6 adults or 7 including children. The maximum occupancy for Unit 254 is 7 adults or 9 including children. Tenant may face eviction, without refund, for non-compliance of these occupancy limits.
- 12. Maintenance, Personal Property and Keys.** The Landlord agrees to have the Premises and all furnishings clean upon Tenant's occupancy and to supply clean towels, linens and bedding. No maid service is included during the rental period for periods of six days or less, with one cleaning included for winter rentals of more than six days. However, additional maid service may be arranged with the Landlord's management representative for an additional fee. The Tenant will leave the Premises in good condition, with the exception of ordinary wear and tear. The Landlord or a designated management representative shall be responsible for cleaning and maintaining appliances and fixtures in a working manner. All personal property of the Tenant is their responsibility. The Landlord shall not be liable for any damages to, or loss of such personal property arising from the negligence of any other persons, nor from any unforeseen building problems, such as water line breaks. Tenant shall remove all Tenants' belongings; Landlord is not responsible for any items forgotten. Tenant agrees to surrender all keys to Landlord or Landlord's management representative upon the expiration of each lease period. The Tenant may be charged \$10 each for any missing keys.
- 13. Utilities/Services.** Landlord, directly or indirectly through their condominium or homeowner's association, is responsible for the payment of all basic utilities including electric, gas, sewer, water, local phone service, basic cable service and firewood used on the Premises. However, this does not include any calls outside of the local calling area such as long distance calls, or any special cable charges such as pay for movie services.
- 14. No Pets, No Smoking.** Tenant or their guests may not bring or keep pets in the Premises without the prior written consent of Landlord, nor may they use any tobacco products or any illegal substances. Tenant's breach of this provision shall be considered material, and shall result in the termination of Tenant's tenancy with forfeiture of any remaining rental. Also, the Tenant will be liable for the costs to remove any smells such as the replacement of carpeting, bedding and new paint.
- 15. Laws, Regulations and Insurance.** Tenant must, at Tenant's expense, comply with all laws, regulations, ordinances and requirements of all municipal, state and federal authorities, as well as the regulations of the homeowners or condominium associations that are effective during the term of the lease agreement pertaining to the Premises. Tenant must not do anything that increases the Landlord's insurance premium. The Tenant agrees to take responsibility for the loss or damage of any and all of their own personal items and to be responsible for the loss or theft of the Landlord's furnishings, appliances or electronics that is not covered by the Landlord's insurance.
- 16. Obligations; Disputes and Legal Fees.** This lease agreement is binding on Landlord and Tenant and those that lawfully succeed to their rights or take their place. Tenant and Landlord have both read this lease and affirm that this lease contains the entire and only agreement between the parties. If more than one person executes this Lease as a Tenant, the obligations of all Tenants shall be joint and several with each Tenant assuming full liability for the obligations under this Agreement. If a portion of this lease is found to be invalid, it shall not void the other terms and conditions herein. Should any litigation arise pertaining to this lease, it will be subject to the laws of Utah. If the Tenant is domiciled in another state or country they consent to such jurisdiction and to extraterritorial service of process. If Landlord is successful in a legal action or proceeding, the Landlord may, to the extent legally available, recover reasonable legal fees and costs from Tenant. The Tenant agrees to be subject to the municipal, local, state and federal laws where the Premises are located. The Tenant(s) further agrees to be individually responsible to this agreement and not use their domicile, citizenship in another country or a different legal entity to avoid their obligations.

This lease is effective when the Landlord receives the rental payment, as agreed upon, or when Tenant and Landlord sign it.

Landlord:

Tenant:

L. Ried Schott

To the Tenant: Please review, sign and fax the lease back to 310-545-5665.