Rental Agreement

This agreement is made and entered into on the date of execution, by and between Wild Skies, Inc. a Colorado corporation, at P.O. Box 2956, Edwards, CO 81632 ("Wild Skies") and

(names of each adult):_____

_____

who resides at said address(es):_____

_____

_____
hereinafter referred to as ("Guests").

Wild Skies is the property manager of a cabin and approximately 70 acres of land in GMU 12 in Rio Blanco County, Colorado which is suitable for outdoor recreation such as snowmobiling, horseback riding, hiking, and hunting.

Wild Skies is in the business of providing, for a fee, the cabin and access to the 70 acres where the cabin resides ("Cabin") to guests for RECREATIONAL PURPOSES.

Guests desire to rent the Cabin as accommodations for outdoor recreational pursuits on the land where the cabin is located including the adjacent federal land.

A total number of _____ Guests and NO PETS shall stay overnight at the cabin. We do not allow pets in the winter season.

Now, therefore, in view of the foregoing Recitals, Wild Skies and Guests hereby agree as follows:

_____**1. Date of the Rental** Wild Skies will provide, the Cabin described above, to Guest, on

the following dates 4pm, on the day of (month)_____

(day of month and year) _____ through 10am (month)_____

(day of month and year) _____ unless otherwise agreed to in writing.

_____ **2 Fees.** In exchange for Wild Skies' providing to Guests the Cabin, as described

above, Guests will pay Wild Skies a total of $_____ Which includes a $500 Performance Fee defined below in Section 4 or a fully filled out credit card authorization form to be used to charge for any damages or Performance Fee based rule violations.

3. **PHOTO/VIDEO RELEASE**. Guest gives permission for Wild Skies to use photos and video taken during the Guest's stay and to use any testimonials or quotes for marketing and promotional purposes.

4. Performance Fee, Rules and Regulations and Authorization to Charge Credit Card

Guest(s) agrees that prior to, and during the entire time while Guest(s) is renting and/or engaged in activities on the premises, Guest(s) shall observe, diligently, the following Rules and Regulations, which are of the essence of Guest's duties and obligations under this Agreement, and are essential to the safety of Guest(s) and other Guests, and further agrees that a failure by Guest(s) to observe any of the following Rules and Regulations, which may change from time to time at the discretion of Wild Skies, may result in an immediate termination of all Guest's rights to the use of the Cabin and surrounding land where the cabin is located, without any refund to Guest of any part of fees paid and also may incur a forfeit of a $500 Performance Fee defined as monies held in either cash or credit card charge or advance that is required to ensure Guest(s) abide by all rules and regulations listed herein and to cover any damages:

a. Guest shall coordinate with Wild Skies' Management the arrival time for the entire party. Guest needs to have their entire group arriving at the same time to ensure proper orientation. Wild Skies' Management needs to be present with the entire hunting party to review the facilities, manner of operation/rules, basic safety measures etc. as Wild Skies Management will not make more than one trip for orientation and all Guests are required to abide by all rules and know all information supplied during orientation. Failure to have all Guests onsite during orientation is no reason for failure to follow rules and procedures established by Wild Skies. If there will be an issue with a Guest arriving earlier or later then the rest of the group, this needs to be coordinated in advance with Wild Skies (barring any emergency reasons for the arrival being postponed etc.).

b. If Guest needs to leave before the stated time in this Agreement, Guest needs to provide Wild Skies with at least 24 hour advance notice; barring any emergency reasons. However, if Guest leaves early due to an emergency, as soon as practical, Guest should notify Wild Skies of the early departure.

c. **Guest shall not litter including but not limited to candy wrappers, cigarette butts and abandoning animal parts on the property. A charge of $500 will be assessed for each violation.**

d. No pets on any furniture or linens. If a violation of this section occurs a minimum fee of $250 will be assessed.

e. If fuel key is lost or not left behind at the cabin prior to departure or if lock is broken on fuel pump there is a minimum $150 charge.

f. You are welcome to read our books but please do not take any home with you without permission from Management.

g. DO NOT use any dishes, pots or pans or boot trays to feed or water pets. You are required to bring your own pet dishes.

h. Do not remove any flatware, glasses, pots, pans, dishes or kitchen utensils from the interior premises. If you are hiking or walking down to the river please use your own disposal items not ours.

i. Our flatware and other items are not to be used as tools such as but not limited to screwdrivers, wrenches and hammers. A minimum $100 fee will be assessed per item damaged.

j. Guest shall not discharge any weapons including bb guns anywhere on the property. A minimum fee of $100 per pellet or cartridge etc. found will be charged. Additionally, there is no discharging of firearms on our property unless in self-defense (i.e. bear etc.) and never is it allowed to discharge a firearm within the premises buildings.

k. Guest will not be under the influence of, nor use unlawful drugs per federal standards at any time during their stay, and will not use any legal drugs which would in any way impair Guest's alertness or performance.

l. Guest(s) will not smoke indoors or on any staircases, carport areas, decks or patio areas in and or around the cabin. Guests are permitted to smoke on the grounds, a safe distance from the cabin but not on or near any structures attached to any building and butts must be properly extinguished and disposed of (this means no discarding of butts or any other trash on the premises or land. Please properly dispose of such items in a trash receptacle once it has been properly extinguished as applicable. A $500 charge will be assessed for each violation.

m. Guest shall not use any linens or towels provided by Wild Skies to clean firearms, equipment, soiled clothing or footwear or to wipe down pets. Wild Skies has rags available for such use upon request.

n. Guest shall not use any sharp object on any countertop, furniture or structural surface. Cutting boards and other items have been supplied and are required to be used when working with knives or any other sharp implements which could cause damage to Wild Skies' managed property.

o. Do not place anything hot, wet or that has the ability to condensate, such as beverages like soda cans, on the dining room table or any other tables or wood furniture. Place the appropriate coasters, hot pads, place mats etc. on the table or furniture.

p. Guest shall **NOT BAKE BACON** or any other greasy food in the ovens. Additionally, if bacon or other greasy or fried foods are cooked on the stovetop it is Guest's responsibility to wipe-up/clean-up any spills before the stovetop or oven is used again and before any foods/oils set or are baked-in and are more difficult to remove. Guest shall not use any plastic materials or materials that will melt in any of the ovens. If excessive cleaning is required of any oven or stovetop a minimum fee of $250 will be assessed.

q. Guest shall not cook or burn anything in the fireplace including but not limited to marshmallows and trash. Guest shall not burn anything but firewood in fireplace-no burning trash. A minimum fine of $250 will be assessed for each violation.

r. Guest must leave fireplace doors open after starting a fire and, once the fire has been properly extinguished the damper and inside right and left side fireplace vents must be closed (but only after extinguishing the fire). An additional cleaning charge of $100 will be assessed for glass fireplace doors that are soot covered and need cleaning.

s. If any doors or windows are left open, or are not securely closed and are blown open, due to wind or other natural forces, after Guest checks out or are discovered open by Management during Guest's stay, Guest shall forfeit the entire $500 performance fee and may be liable for additional propane refueling charges and potentially pest control charges. Chipmunks and mice are opportunistic and within just a few moments of a door or window being left open can enter the premises. Please immediately and completely shut all exterior doors after entering the premises; especially the French doors off the deck/patio areas. Please test to make sure you have fully closed and locked this door.

t. If Guest doesn't use the propane shut-off valve for the BBQ grill after each use and if propane is lost as a result, Guest shall be responsible for all charges incurred to refill the propane tanks.

u. The cabin is off grid. Please turn off lights after exiting a room or area and after devices have fully charged, please unplug any chargers from wall outlets.

v. If any toilets appear to not be working i.e. leaking or water continuing to run after flushing please notify us right away. We are on a well and even a slow leak can cause

damage to a well pump that has to run continuously. Bearing this in mind, please make sure all taps and other water sources are fully shut off after use.

w. **GOOD HOUSEKEEPING IS EXPECTED OF EVERYONE:** Guest agrees to keep the Property in a clean and sanitary condition, and to remove any trash or rubbish as it accumulates, **double bag it and securely fasten it,** and place in the appropriate bear-proof receptacle. Guest also agrees to ensure all liquids are drained down sink and not placed in the trash, with the exception of cooking grease which shall be placed in the container under the sink designated as the grease jar. A violation will result in a $100 charge per trash bag.

x. If any Sharps, defined as a term for devices with sharp points or edges that can puncture or cut skin such as needles, syringes, etc are disposed of in the trash they are to be properly secured and wrapped in a plastic container where they cannot under any normal circumstances puncture through the container in which they are placed so that no one can be pricked handling trash. A minimum $500 charge per incident will be assessed for each violation. Additional, during orientation you are required to alert Management of the use of medical needles so they understand there could be needles disposed of in the trash. Once again, a full forfeit of the $500 Performance Fee will result if you do not alert Management prior to your stay of the use of medical needles. No other use of needles is permitted onsite.

y. Dishes should be clean and put away before departure.

z. Please make sure you scrape all excess mud off of boots/shoes on the boot brush located at the base of the maintenance stairs. Please take off muddy and dirty shoes to not track in excess dirt and do not clean heavy mud on your boots in our mop sink.

aa. Guest is prohibited from adding locks to, changing or in any way altering locks installed on the doors of the Property without written permission of Wild Skies. It is advised that Guest secures and locks the Property prior to leaving each day.

bb. Guest agrees that Wild Skies is not liable for any unauthorized entry into dwelling of any kind whatsoever.

cc. **No Guest fuel or flammables allowed onsite.** Please do not bring any containers containing fuel or flammable materials onsite. A minimum fee of $500 will be assessed for each violation and an environmental cleanup fee may also be assessed if fuel is spilled onsite. We have fuel onsite in a tank if you need to purchase some.

dd. No goods or materials of any kind or description, which are combustible or would increase fire risk, shall be stored on the Property. Any storage of any items shall be at Guest's risk and expense, Wild Skies shall not be responsible for any loss or damage. Guest further authorizes Wild Skies or the property owner to charge Guest(s) credit card the full deductible amount on any insurance claim filed as a result of Guest(s) actions and Wild Skies or the property owner may seek additional compensation for loss of income and/or other losses.

ee. No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be placed in walls, woodwork, or any part of the Property.

ff. Guest agrees not to use any form of Kerosene space heater in the dwelling or on the premises.

gg. **Septic:** The cabin has a septic tank, Guest shall not abuse system; do not deposit tobacco, coffee grounds or unnecessary food or other wastes or materials, including diapers and sanitary napkins, down sinks or commodes. Additionally, Guests shall not walk over or drive over any septic tank or field areas.

hh. **Livestock/Pets:** No pets, birds, fish, or other animals of any kind, permanent or visiting, indoor or outdoor, shall be permitted on the property without prior written consent.

ii. Guest shall not graffiti or carve or shoot into any trees, furniture or building structures a minimum fee of $1,000 will be charged.

jj. Guest will at all times observe all applicable regulations of the Colorado Parks and Wildlife Office and will be responsible for knowing and observing such regulations.

kk. Guest shall be responsible for obtaining all hunting and/or fishing licenses and permits which are required by Colorado law. Wild Skies' is not responsible for obtaining any accommodation permits and Guest's inability to receive such permit from Colorado Parks and Wildlife is not cause for a refund.

ll. Guest is responsible for all of his necessary equipment (hunting, fishing etc.).

mm. As applicable, Guest shall observe normal, reasonable snowmobiling, hunting and firearm safety practices.

nn. Guest shall respect the rights of other hunters and the land/property managed by Wild Skies.

oo. Guest must not damage or harm in any way, any livestock, fences, gates, equipment, land, trails or other property of Wild Skies or the property owner, and Guest must reimburse Wild Skies for any damages caused to any of such items by Guest.

pp. Anything that is forgotten and needs to be mailed back is an automatic $50 minimum charge, unless it fits into one standard #10 size envelop.

qq. If fuel key is not at the cabin or is lost an automatic $150 fee will be assessed.

Wild Skies has the right to change and/or alter these rules. If any rules are altered after the signing of this Agreement, Wild Skies is permitted to notify Guest(s) via email and may or may not require a new Rules and Regulations page to be signed.

Guest(s) shall pay for any loss or damage caused to property, and Management shall be the sole judge as to the condition of property after Guest(s) leaves. Abuse, neglect, damage of any kind, including abnormal wear is the sole responsibility of Guest(s). Guest(s) grant permission/authorize Management to charge the credit card on file and/or deduct from Performance Fee if Guest(s) does not abide by the General Rules and Regulations as listed here in this Agreement.

_____**5. PROPERTY LOSS & LIABILITY:** Management shall not be liable for damage, theft, vandalism, or other loss of any kind to Resident's personal property or the personal property of Resident's family members or guests. Management shall not be responsible or liable for any injury, loss or damage to any person or property of Resident or any other person.

6. FIRE: If the Property is made uninhabitable by fire or other casualty, not the fault of Guest, this Agreement shall be voidable by either party.

_____**7. RIGHT OF ACCESS:** Management may enter the Cabin without notice to Guest for inspection, housekeepping and maintenance during reasonable hours. Management shall attempt to notify Guest of the need for access, but has no obligation to do so. If locks have been changed without providing Management with a key, Management may forcibly enter without being liable for damage or unlawful entry. In case of emergency, Management may enter at any time.

8. FAILURE OF MANAGEMENT TO ACT: Failure of Management to insist upon strict compliance with the terms of this Agreement shall not constitute a waiver of any violation, nor

shall any acceptance of a partial payment of rent be deemed a waiver of Management's right to full amount.

9. REMEDIES CUMULATIVE: All remedies under this Agreement or by law or equity shall be cumulative. In the event that either Management or Guest brings legal action to enforce the terms hereof or relating to the rental of the Cabin, the prevailing party shall be entitled to all costs incurred in connection with such action including reasonable attorney's fees. In the event a collection agency becomes necessary to collect any accounts due on this Agreement, Guest agrees to pay said commission. If any term or provision of this Agreement or application thereof to any person shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

10. NO ESTATE IN LAND: This Agreement shall create the relationship of landlord and tenant between Management and Guest; no estate shall pass out of Management; Guest has only a usufruct and not an estate for years.

11. MANAGEMENT'S PERMISSION OR CONSENT: If any provision of this Agreement requires the written permission or consent of Management as a condition to any act of Guest, such written permission or consent may be granted or withheld in the sole discretion of Management and/or may contain such conditions as Management deems appropriate and shall be effective only so long as Guest complies with such conditions. Moreover, any written permission or consent given by Management to Guest may be modified, revoked, or withdrawn by Management at any time, at Management's sole discretion, upon written notice to Guest.

_____**12. ACCURACY AND RESPONSIBILITY:** It is expressly understood that this Agreement is between Wild Skies and each Guest, whom shall always be jointly and severally liable for the performance of every agreement and promise made herein. In the event of default by any one Guest, each and every remaining Guests shall be responsible for timely payment of any Fees or payments owed and all other provisions of this Agreement.

_____**13. INDEMNIFICATION:** Management shall not be liable for any damage or injury to Guest, or any other person, or to any property, occurring on the Property, or any part thereof, or in common areas thereof, unless such damage is the proximate result of the gross negligence or unlawful act of Management, his agents, or his employees. Guest does hereby indemnify, release, and save harmless Management and Management agents from and against any and all suits, actions, claims, judgments, and expenses arising out of or relating to any loss of life, bodily or personal injury, property damage, or other demand, claim or action of any nature arising out of or related to this Agreement or the use of this Cabin and premises.

14. SEVERABILITY: In the event that any part of this Agreement is construed as unenforceable, the remaining parts of this Agreement shall remain in full force and effect as though the unenforceable part or parts were not written into this Agreement.

15. GENDER: All references to Guest herein employed shall be construed to include the plural as well as the singular, and the masculine shall include the feminine and neuter where the context of this Agreement may require.

16. ENTIRE AGREEMENT: This Agreement and any attached addendum constitutes the sole and entire Agreement between the parties and no representation, promise, or

inducement not included in this Agreement, oral or written, shall be binding upon any party hereto.

17. PROPERTY LOSS & LIABILITY: Management shall not be liable for damage, theft, vandalism, or other loss of any kind to Resident's personal property or the personal property of Resident's family members or guests. Management shall not be responsible or liable for any injury, loss or damage to any person or property of Resident or any other person.

LIABILITY RELEASE AND HOLD HARMLESS: Guest(s) **ASSUMES ALL INHERENT DANGERS AND RISKS** and understands and agrees that any activities conducted in the great outdoors and any conditions that can exist at a remote cabin property are potentially hazardous and that stumps, hidden tree roots, downed barbed wire fences, dead trees, variations in snow, ice, unpredictable terrain, forest growth, debris, rocks, and other hazards or obstacles exist. In using or staying at the Property, Guest(s) assumes such risks and dangers, whether marked or unmarked. Guest(s) conducts all activities on the property at his own risk. Management is not responsible for removing dead or fallen trees, shoveling walkways, stairways, decks or roofs and further places Guest(s) on notice that snow accumulations can lead to ice, icicles, and snow shedding from roofs-all of which are extremely hazardous and potentially deadly. Guest(s) are advised to always be aware of hazards and weather and conditions. Guest hereby RELEASE, HOLD HARMLESS and INDEMNIFIES Management and Williams Fork, East, LLC, its subsidiaries, officers, employees, and agents from any and all claims arising out of or in connection with the use of the Property, including, but not limited to, claims alleging negligence. Specifically, Wild Skies advises Guest(s) to always supervise children while onsite which includes both inside the facilities and outside on the grounds. Guest(s) including any children or underage guests(s) are advised to not play around, in, or near any equipment, holding tanks or structures located on premises. This includes but is not limited to the corrals, the water tanks, fuel tanks including propane tanks and job box used as a dumpster onsite. Furthermore, Wild Skies does not warrant the integrity or safety of the play set, sledding areas or other outdoor structures including but not limited to ice rinks which are located onsite and Guest and their children are advised that any use is it at their own risk and should only be undertaken during supervision of capable adults.

By singing below you agree you have read and understood the rules and regulations listed above:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in person or by a person duly authorized, the day and year above written. If all the Guest(s) named herein do not sign this Agreement, the one(s) signing warrants that he or she has the authority and is acting as agent to sign for the other.

- **(a)** All monies due Wild Skies by Guest(s) have been paid; and
- **(b)** Cabin and premises are not damaged and are left in its original condition, normal wear and tear excepted; and
- **(c)** Carpets, walls, floors, appliances, bathroom fixtures and other areas of the Cabin have been left in reasonable condition and
- **(d)** Trash and other debris have been removed from premises or properly placed in the bear proof dumpster; and
- **(e)** Guest(s) have returned all keys to Wild Skies.

Guest Signature	Guest Signature
Guest Printed Name	Guest Printed Name

This contract is only valid when signed by **Wild Skies** and Guest(s)' deposit check is cashed or credit card has been fully processed and deposited into Wild Skies' account.

Rental Agreement Acceptance by Wild Skies_____