



Montana Spirit Rental Agreement

1) This is a rental agreement for the property located at 54 Torry Road, Cameron, MT., 59720 known as Montana Spirit.

2) This agreement is between (Renter's Name)_____

Address:

and J. David Magistrelli/Diana Magistrelli (Montana Spirit) for the period of: arriving on and departing on subject to the following conditions.

3) Renter agrees to rent the property known as Montana Spirit for the sum of \$_____for the time frame listed above.

In addition, we are required to assess a 8% state lodging tax on the rental fee.

A cleaning fee is based on either the Guest Lodge rental (\$150) or Cabin Rental (\$100).

A deposit of 25% of this amount is due at the signing of this agreement and is refundable according to the terms listed elsewhere in this agreement. No part of this agreement can be altered unless it is reduced to writing and is attached to this agreement. Payment in full is due 60 (sixty) days before occupying the property.

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All payments will be made payable to Diana or David Magistrelli and sent to 54 Torry Road/PO Box 166, Cameron, MT (Phone: 856-287-2812) All payments need to arrive on time. Renter agrees to pay a \$25.00 processing fee for any check of Renter's the financial institution may return due to insufficient funds or because Renter did

not have an account at the financial institution or for any reason that the check is not honored.

MasterCard and Visa credit cards are accepted for payment. Please be aware that this charge on your credit card statement will reflect the name of Montana Spirit LLC. (our merchant account)

4) Renter accepts the premise and furnishing in working order and good condition and agrees to maintain the same in such working order and good condition as long as Renter shall occupy the premises, and to return the premises at the end of the identified time frame listed above in as good order and condition. Renter is responsible for all payments to Montana Spirit for all damages of any type and will replace, restore, and refurbish all broken items or damaged goods, including the replacement of lost keys to pre-rental conditions.

5) Renter can occupy the rental property on the first day of the identified time frame, no earlier than 3 pm. unless other arrangements are made. Departure has to be completed by 10 a.m. on the last day of the identified time frame unless other arrangements are made.

6) Good housekeeping habits are to be exercised at all times to prevent bugs, insects, rodents, or other animals from entering the house or creating infestations or other hazards to the property or individuals. The Renter recognizes that this property is located in an area where wild animals roam in their natural state and will take all due precautions to avoid creating any dangerous situation to occur that will impact them or others in a harmful way. Please refer to the posted procedures listed in the Guide Book to be found at Montana Spirit. This will provide you with directions and proper procedures for using the phone, fireplace, grill, Fly Shop, recycling, disposal of trash and garbage, care of premises, and storage of fishing and hunting equipment, as well as emergency numbers, clinics, and hospitals. All of these are designed to enhance your stay at Montana Spirit.

7) No pets or animals of any kind whatsoever shall be kept, allowed, or permitted on or in the premises without prior written consent from Montana Spirit.

8) Renter's liability for damages to the premises or furnishings shall not be limited to the amount of said deposit, but said liability shall include full payment for restoration or repair or refurbishing to their natural, functional state.

9) Renter shall not allow or conduct any activity or purpose that violates any criminal law or governmental regulations. Breach of any of these terms and conditions shall be considered material and shall result in immediate termination and expulsion from the property.

10) Montana Spirit can not be sub-leased, sub-rented, or sub-loaned to another party; nor can this agreement be assigned to anyone without the prior written consent of Montana Spirit.

11) It is expressly agreed by and between the parties that Montana Spirit, and David and Diana Magistrelli is exempted and held harmless from any and all liability and any damage or injury to any person or property caused by or resulting from fire, steam, electricity, water, rain, ice, snow, boulders, rocks, animals from, or into, any part of said property or buildings or any damage or injury resulting or arising from any other cause happening, whatsoever, including any negligent acts by persons, including the Renter, and the Renter shall be solely responsible for and hold the Magistrelli's and Montana Spirit harmless from any and all claims whatsoever, it being understood by and between the parties that this clause is material to the making of this agreement and is a significant part of consideration relative to the amount of rent paid by Renter.

This obligation of the Renter shall further apply to all the Renter's guests, invitees, business associates, and all other persons present or permitted on the subject property under the direction or permission of the Renter.

12) Renter shall be solely responsible for any thefts, acts of vandalism or other damage or loss of personal property which may occur during the course of this agreement, whether said damage or loss be the property of Renter, of the Renter's guests, associates, invitees, or any other person or persons.

13) You are renting our personal home and guest facilities which others have found to be very comfortably furnished. We have made every attempt to provide quality items so you can truly enjoy your stay at Montana Spirit Guest Lodge. Please provide a valid credit card number, billing address and security code which can be held during your stay with us. We would not post anything against the card unless damage was done. We would also notify you immediately to the fact that we have found such damage.

14) Montana Spirit Guest Lodge can hold up to 12 people between the Guest Lodge and the Cabin. Per state requirements, please send a list of all people staying and whether they are adults or children.

15) Financial Terms

Rental for Time Frame (Number of Days) \$

8% state lodging tax \$

Cleaning Fee: \$

Total Fee: \$

25% deposit at
time of signing rental
agreement \$

Balance Due 60

Days prior to

Occupancy \$

Date Due:

Renter: Please initial to show agreement with the above financial transaction. _____

14) Conditions of Refund

A refund of 50% of the deposit would be returned should events occur that would prohibit the Renter from using their intended time slot with a notification to Montana Spirit within 90 days of their date of arrival. If notification is less than 90 days, the Renter can use the deposit towards next year's rental, or re-assign to someone else that is acceptable to Montana Spirit. If they decide not to rent, there is no refund.

Number of Adults:

Number of Children

____Diana Magistrelli____
Signature **J. David Magistrelli**
Diana Magistrelli, (Montana Spirit)

Renters:

Date _____