

PLEASE READ: THIS IS A BINDING LEGAL CONTRACT. PLEASE CAREFULLY REVIEW BEFORE YOU SIGN. YOUR AUTHORIZED ENTRANCE INTO BEARHOLLOW LAKES RESORT AND PERMITTED USE OF OUR FACILITIES IS STRICTLY CONDITIONED UPON THE TERMS OF THIS AGREEMENT. THERE ARE NO EXCEPTIONS. BY ENTERING OUR PROPERTY AND USING OUR FACILITIES, YOU AFFIRM YOUR ASSENT TO EACH OF THESE TERMS AND CONDITIONS. THIS AGREEMENT CONTAINS A WAIVER AND RELEASE OF LIABILITY TO WHICH YOU ARE DEEMED TO HAVE AGREED AND ACCEPTED IN ALL RESPECTS BY YOUR USE OF OUR FACILITIES. ALL PERSONS USE OUR FACILITIES AT THEIR OWN RISK. INDIVIDUALS WHO ARE ON OUR PROPERTY WITHOUT EXECUTION OF OUR WAIVER AND RELEASE ARE DEEMED TRESPASSERS.

This Rental Property Agreement (the "**Agreement**") is made by and between Bear Hollow Resort, LLC ("**Bear Hollow**") and [REDACTED] ("**Guest**" and together with Bear Hollow, each a "**Party**" and collectively, the "**Parties**") as of the date set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. **Property.** The rental property which is the subject of this Agreement (the "**Property**") is located at 14078 North Bear Hollow Drive, Garland, Utah. The Property is furnished with and includes the use of kayaks, paddleboards and hot tubs, consistent with the terms of this Agreement. Boating and waterskiing are **NOT** included under the terms of this Agreement and are instead available to the Guest and other persons who are permitted invitees of the Guest (together with Guest, all such persons, collectively, the "**Rental Party**") under the terms of a separate written agreement between Guest and Bear Hollow and/or one of its affiliates (as applicable).
2. **No Trespassing.** Each member of the Rental Party shall be required at all times to remain within specified areas and no member of the Rental Party shall at any time be permitted to leave the designated areas and trespass into other areas not designated for the use of the Rental Party. By execution of this Agreement, Guest represents and warrants, on behalf of Guest and each other member of the Rental Party, that each person included in the Rental Party understands and agrees to the terms of this Agreement. If there is any question as to the permitted areas of use, Guest must inquire with a member of the Bear Hollow management prior to entering any area which is not expressly marked as being available for the use of the Rental Party.

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Prior to the Check-in Date, Bear Hollow will provide Guest a map of the Property, including the boundaries of the “specified areas” which are accessible for members of the Rental Party during their stay at the Property.

3. **Inspection.** Guest, for itself and as an authorized representative for each other member of the Rental Party, represents and warrants that Guest will thoroughly inspect the Property immediately upon check-in. The Guest’s continued presence on the Property constitutes an acknowledgment that Guest finds and accepts the Property as being safe and reasonably suited for the purposes of the Rental Party’s use. Guest further agrees and warrants that if, at any time, Guest feels anything to be unsafe, Guest will immediately notify a member of the Bear Hollow staff. In the absence of such notification, Guest and all other members of the Rental Party shall be deemed to have irrevocably accepted the Property “as is” and waived all potential claims in any way arising out of their respective use of the Property unless Guest has provided written notice to Bear Hollow of any question or concern within four hours (4) of checking in at the Property.

Bear Hollow will provide a detailed inventory of all items Guest will be responsible for at the Property including a detailed inventory of kitchen items and Property linens. Guest shall inventory these items on the Check-in Date and again on the Checkout Date Bear Hollow will also inventory such items as soon as practicable on ²or after the Checkout Date. Guest shall, on the Check-in Date, inspect the condition of the Property. Within four (4) hours of check-in on the Check-in Date, Guest shall provide Bear Hollow a written summary of any apparent damage to the Property as noted by the Guest prior to occupancy and failure to submit any such “damage report” shall be deemed as a waiver by Guest of any right to claim damages caused by another person or party.

4. **RELEASE OF LIABILITY.** GUEST, ON BEHALF OF ITSELF AND EACH OTHER MEMBER OF THE RENTAL PARTY (EACH, A “**RELEASING PARTY**”) IS AWARE OF AND ACCEPTS ALL RISKS AND HAZARDS RELATING TO THE USE OF THE PROPERTY AND ITS RELATED FACILITIES. EACH RELEASING PARTY INDIVIDUALLY, AND/OR AS A REPRESENTATIVE OF AND ON BEHALF OF SUCH RELEASING PARTY’S CHILD(REN) OR WARD, HERBY RELEASES, DISCHARGES AND COVENANTS NOT TO SUE BEAR HOLLOW, BEAR HOLLOW RANCH, LLC, BEAR HOLLOW SPORTS, LLC, BEAR HOLLOW LAKES HOMEOWNERS ASSOCIATION, INC., LIQUID ASSETS H20, LLC, KOKOPELLI INVESTMENTS, LLC, AND/OR THEIR RESPECTIVE AFFILIATES, OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, OR AGENTS, (COLLECTIVELY, THE “**RELEASED**

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PARTIES) WITH REGARD TO ANY LIABILITY, CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, OR INJURY (INCLUDING FATAL INJURY) SUSTAINED WHILE USING THE PROPERTY OR ANY AMENITIES, WHETHER OR NOT CAUSED BY ANY ACTS OR OMISSIONS OF THE RELEASED PARTIES OR BY FAILURE OF THE EQUIPMENT AVAILABLE AT THE PROPERTY. ALL PERSONS USE THE BEAR HOLLOW FACILITIES AT THEIR OWN RISK.

THIS RELEASE SHALL BE BINDING UPON THE SPOUSE, HEIRS, LEGAL REPRESENTATIVES, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS OF EACH RELEASING PARTY. EACH RELEASING PARTY ACKNOWLEDGES AND REPRESENTS THAT HE/SHE/IT HAS READ THE FOREGOING RELEASE, UNDERSTANDS AND SIGNS IT VOLUNTARILY, THAT RELEASING PARTY IS AT LEAST EIGHTEEN (18) YEARS OF AGE AND OF SOUND MIND, THAT RELEASING PARTY IS LEGALLY SOBER FROM THE EFFECTS OF ALCOHOL & DRUGS, THAT RELEASING PARTY AGREES TO FOLLOW ANY AND ALL INSTRUCTIONS OF BEAR HOLLOW WHILE USING THE PROPERTY, AND THAT RELEASING PARTY AND ALL OTHER MEMBERS OF THE RENTAL PARTY ARE IN GOOD HEALTH, SUFFERING FROM NO PHYSICAL DISABILITY WHICH MIGHT IMPAIR MENTAL FACULTIES AND/OR NORMAL WATER SPORT CAPABILITIES. GUEST, ON BEHALF OF ITSELF AND ALL OTHER MEMBERS OF THE RENTAL PARTY, INCLUDING MINOR CHILDREN, ARE FOREVER WAIVING AND RELEASING ANY AND ALL RIGHTS TO SUE THE RELEASED PARTIES FOR ANY REASON WHATSOEVER FOR ANYTHING OCCURRING UPON THE PROPERTY AT ANY TIME. RELEASING PARTY EXPRESSLY ASSUMES ALL RISK INHERENT TO THE USE OF THE PROPERTY, AS WELL AS PARTICIPATING IN AND/OR OBSERVING ANY WATERSPORT.

RELEASING PARTY, AND EACH OF THEM, JOINTLY AND SEVERALLY, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES OF AND FROM ANY AND ALL CLAIMS, DEMANDS, OR COSTS OR EXPENSES ARISING OUT OF ANY INJURIES OR DAMAGE INCURRED WHILE THE GUEST AND ANY OTHER MEMBERS OF THE RENTAL PARTY (INCLUDING ANY CHILD), ARE USING THE PROPERTY OR PARTICIPATING IN ANY RELATED ACTIVITY. RELEASING PARTY FURTHER EXPRESSLY AGREES THAT THE FOREGOING RELEASE, WAIVER AND INDEMNITY IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY LAW AND THAT IF ANY PROVISION IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT.

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EACH MEMBER OF THE RENTAL PARTY SHALL BE REQUIRED TO SIGN THIS RELEASE OR A RELEASE SIMILAR TO THE ONE CONTAINED HEREIN.

5. **Released Parties Not Liable.** The Released Parties shall not be liable for any damages or losses to personal property caused by theft, crime, vandalism, fire, water, rain, hail, smoke, explosions, sonic booms, or any other causes whatsoever. It is strongly recommended that Guest and all other members of the Rental Party secure insurance to protect them and their property against the above occurrences, but in any event, whether or not Guest and/or other members of the Rental Party have such insurance, all members of the Rental Party shall be deemed to have assumed such liabilities for themselves and in no event shall the Released Parties have any liability or responsibility for the same.
6. **Maximum Occupancy.** The maximum number of guests occupying the Property at any time (during the day and/or overnight) is limited to fifty (50) and therefore at no time shall the Rental Party consist of more than fifty (50) persons without prior written consent from Bear Hollow. With advance notice, Bear Hollow may permit additional persons to camp outside in tents, but Guest will be charged an overage fee of twenty dollars (\$20) per person, per day, for each person over the number of fifty (50) guests at any one time.

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The foregoing limit on maximum number of guests is not applicable for weddings and other events which are scheduled separately with Bear Hollow and the terms of such wedding and other events shall be more fully detailed in a supplement to this Agreement entered into between such wedding party or other event organizers and Bear Hollow, as applicable.

7. **Term of the Lease.** This lease begins at 4:00 p.m. on _____ (the "**Check-in Date**") and ends at 11:00 a.m. on _____ (the "**Checkout Date**"). Guest shall be charged a "delinquent checkout" fee of \$150 per hour if all members of the Rental Party have not vacated the Property by 11:00 a.m. on the Checkout Date. Bear Hollow must adhere to this strict Checkout Date policy to ensure that cleaning crews and other staff members are given adequate time to prepare the Property for subsequent guests who will be checking in to the Property on the Checkout Date.
8. **Minimum Stay.** The Property normally requires a two (2) night minimum stay, but this is changed to a minimum three (3) night stay during certain seasons and holidays. Bear Hollow will advise Guest prior to signing this Agreement if the three (3) night minimum is applicable.
9. **Rental Rules.** Guest and all other members of the Rental Party hereby agree to comply with all provisions of the Rental Rules attached hereto as **Exhibit A**. Any

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violation of any of the Rental Rules, or any other term of this Agreement, by any member of the Rental Party at any time may, in the sole and absolute discretion of Bear Hollow, result in immediate and irrevocable expulsion from the Property of all members of the Rental Party, with no refunds then being made by Bear Hollow to Guest.

10. Access. Bear Hollow and its employees and other agents shall at all times retain full access to the Property for purposes of inspection, maintenance and repair of the same. Bear Hollow and its agents shall endeavor to exercise this right of access in a reasonable manner convenient to the Rental Party (when possible).

11. Rent Payments. Guest shall be required to remit payment of the applicable rental fees as follows: one third (1/3) of the total rental fees upon confirmation of the reservation, one third (1/3) of total rental fees no later than sixty (60) days prior to the Check-in Date and the balance not later than thirty (30) days prior to the Check-in Date. The total rental fees due and payable by Guest and applicable for this Agreement shall be **\$16,309.59** (the “**Rental Rate**”).

12. Security Deposit. A “**Security Deposit**” of twenty-five hundred dollars (\$2,500) is due and payable upon execution of this Agreement and is in addition to the Rental Rate. Any remaining balance of the Security Deposit, after covering any costs and expenses associated with: (a) damage to the Property or furnishings; (b) dirt or other mess requiring excessive cleaning; or (c) any other cost incurred by Bear Hollow due to Guest’s stay, shall be refunded to Guest within thirty (30) days of the Checkout Date. Guest shall not have the right to apply the deposit toward payment of the Rental Rate. Guest shall also be responsible for any additional costs and expenses incurred by Bear Hollow relating to the items noted in this Paragraph above and beyond the Security Deposit, which additional amounts shall be due and payable by Guest to Bear Hollow within five (5) days of receipt by Guest of notice of the same. Guest irrevocably authorizes Bear Hollow to charge Guest’s credit card on file both the Security Deposit and any additional costs and expenses noted above. Likewise, Guest authorizes Bear Hollow to charge back (i.e. refund) any unused portion of the Security Deposit to the same credit card on file.

13. Refund Policy. Bear Hollow cannot guarantee against mechanical failure of the boat or other equipment, appliances or amenities. Guest shall report any problems to Bear Hollow immediately. Bear Hollow will use reasonable efforts to have repairs done quickly and efficiently. However, no refunds or rent reductions will be made due to failure of the boat, appliances, equipment or other amenities. No refunds will be given for cancellation of reservations. No refunds will be given for early departures (less days than reserved). No refunds will be given for delayed arrival.

14. Possession. If Bear Hollow is unable to deliver possession of the Property as agreed,

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Bear Hollow shall not be liable for any costs or expenses incurred by Guest or any other member of the Rental Party caused by such delay.

- 15. Interest.** Guest shall pay interest at the rate of twenty-four percent (24%) per annum, compounded annually on all past-due amounts owing under the terms of this Agreement, including, pursuant to Paragraph 12 above and any additional costs and expenses incurred by Bear Hollow for damages to the Property caused by a member of the Rental Party.
- 16. Insurance.** Guest and all other members of the Rental Party shall be required to provide reasonable proof of adequate liability insurance upon request from Bear Hollow and in the absence of such verification of insurance, Bear Hollow may deny access to the Property to Guest and all other members of the Rental Party.
- 17. Governing Laws.** This Agreement shall be governed, construed, and administered per the laws of Utah, as from time to time amended, and any applicable federal law. No effect is given to any choice-of-law or conflict-of-law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of the law of any jurisdiction other than those of the State of Utah.
- 18. Dispute Resolution.**
- a.** The Parties, including the Released Parties, shall use the procedure ⁶outlined in this Section 18 to resolve any dispute, contest, or claim among any one or more of them as it relates to this Agreement, the use of the premises by the Rental Party, or any claim of personal injury or other damage (all of which are referred to hereinafter as a “**Dispute**”).
- b.** Upon the election of Bear Hollow or any of the other Released Parties, a Dispute may be submitted to binding arbitration. Such Dispute shall be settled by arbitration according to the rules of the American Arbitration Association. Any judgment rendered by the arbitrator may be entered in any court having competent jurisdiction. The arbitrator may conclude arbitration proceedings without a decision if the arbitrator determines that insufficient evidence was produced through the arbitration process to support a decision. The selection of arbitrator(s) shall be subject to the approval of both Bear Hollow and the Rental Party.
- c.** As to any Dispute in which arbitration is not elected by Bear Hollow, the Parties hereby consent to the jurisdiction of the courts of the State of Utah, County of Box Elder.
- d.** The provisions of this Paragraph are intended to supersede any rules governing mediation or arbitration under the law of Utah or any other jurisdiction.
- 19. Severability.** The invalidity or unenforceability of any provision of this Agreement

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does not affect the validity or enforceability of any other provision of this Agreement. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this Agreement are to be construed as if the invalid provision had never been included in this Agreement. Upon a determination that any provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to give effect to the original intent of the Parties as closely as possible in a mutually acceptable manner so that the transactions contemplated by this Agreement can be consummated as originally contemplated to the greatest extent possible.

20. **Successors.** This Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, personal representatives, successors and assigns.
21. **Attorney's Fees.** If legal action is taken by either Party to enforce this Agreement or to enforce any right arising out of the breach of this Agreement, the prevailing Party shall be entitled to be reimbursed by the other Party all costs incurred in connection with said action, including attorney's fees.
22. **Waiver.** Failure of Bear Hollow to enforce any part of this Agreement shall not be a waiver of Bear Hollow's right to enforce the same or any other part of this Agreement.
23. **Entire Agreement.** This Agreement and all related exhibits, schedules, and other agreements specifically referred to in this Agreement, constitutes the sole and entire agreement of the Parties with respect to the Agreement's subject matter. This Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties with respect to the subject matter. As between or among the Parties, oral statements or prior written material not specifically incorporated in this Agreement have no force or effect. The Parties specifically acknowledge that, in entering into and executing this Agreement, each is relying solely upon the representations and agreements contained in this Agreement and no others.
24. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties. Nothing in this Agreement, express or implied, confers any legal or equitable right, benefit or remedy of any nature whatsoever upon any other person.
25. **Amendments.** No provision of this Agreement may be amended or modified except by a written instrument executed by Parties.
26. **Execution; Multiple Originals; Validity of Copies.** This Agreement may be signed in any number of counterparts, including via electronic means, each of which will be deemed an original. Any person may rely on a copy of this Agreement to the same

effect as if it were an original.

In witness whereof the Parties have each executed this Agreement as of the date set forth below.

Dated: [REDACTED]

BEAR HOLLOW RESORT, LLC:

By: _____

Guest:

By: _____

EXHIBIT “A” Rental Rules

1. Smoking and illegal drugs are both strictly prohibited at all times in or about the Property.
2. Alcohol is not permitted in or about the Property without prior written notice to Bear Hollow and any member of a Rental Party who brings alcohol onto the Property after giving Bear Hollow such required prior written notice assumes all responsibility and liability associated with consumption of the same and compliance with all applicable laws related thereto.
3. Pets must be approved in advance by Bear Hollow, in writing, and are **NOT** permitted inside the buildings. Even with such prior written consent from Bear Hollow, Guest shall be charged an additional five hundred-dollar (\$500) fee per pet.
4. Fireworks are not permitted on the Property at any time. All activities must be kept within approved areas, as indicated on the map given to Guest by Bear Hollow on or prior to the Check-in Date. Neither Guest nor any member of the Rental Party shall at any time be permitted to access the tennis courts or Lake 1 (North Lake). Guest is responsible to contact a member of Bear Hollow staff with any questions relating to permitted areas, permitted activities, etc.
5. Jumping off buildings, decks and/or roofs is strictly prohibited. 9
6. There is no daily housekeeping service. While linens and bath towels are included in the home, daily maid service is not included in the Rental Rate. Towels and/or linens may not be taken from the home.
7. Guest shall ensure that the Property and all furnishings are kept in good order. If the barbeque grill is used by any member of the Rental Party, Guest shall ensure that the same is cleaned and the propane is turned off after use.
8. Guest must ensure that all appliances are used solely for their intended uses.
9. No children under the age of twelve (12) years are permitted in a hot tub unless accompanied by an adult. Prior to using a hot tub, all persons must wash feet and keep hot tub free of grass and sand, debris, food and/or other items. If a hot tub is required to be drained and excessively cleaned (other than per normal procedures), Guest will be charged an extra hot tub cleaning fee of five hundred dollars (\$500) for the large hot tub and/or two hundred fifty dollars (\$250) for the small hot tub.
10. No flushing of paper towels, feminine hygiene products or other inappropriate items down toilets.
11. Turn off all lights, TV, appliances, stereo, etc. Return the air conditioners in each room to off position. Remove any trash or food brought into the rental home by placing it in outside trash bins.

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12. Place all dirty or used towels and linens on bathroom and bedroom floors, respectively. Inside towels are not to be taken outside. Only designated outside/hot tub towels are to be used outside. Guest will incur additional fees for inside towels used outside and/or any other damages to towels generally.
13. Sleeping mats are to be used only indoors.
14. Excessive noise or public disturbance is expressly prohibited. Any outside noise shall be limited to the hours between 8:00 AM and 10:00 PM, daily.
15. No member of the Rental Party shall at any time violate any law, statute or ordinance, nor commit or permit any nuisance in, on or about the Property or in any way to annoy, molest, or interfere with any Property neighbor's peaceful co-existence.
16. Rental Party may **NOT** use the premises for a commercial operation, commercial presentation or business of any type, other than executive retreats which are scheduled in advance as such with Bear Hollow.
17. Any personal items left on the Property, after Guest vacates the Property, shall be considered abandoned and shall be removed and/or disposed of by Bear Hollow. If there is an item that appears to be of some significant value, Bear Hollow shall attempt to notify the Guest for clarification. However, Bear Hollow cannot be responsible for such and makes no guarantee. Guest is responsible to do a thorough walk-thru prior to departure from the Property.
18. No member of the Rental Party shall be permitted to make any changes, ¹⁰relocations, or modifications to the furnishings, decor items, etc. Guest understands and agrees that any items damaged or missing from the home inventory will be charged against the Security Deposit. In the case of loss of inventory, where there is no remaining Security Deposit, Guest agrees to pay all costs involved in restoration of such inventory within ten (10) days of invoicing by Bear Hollow. Alternatively, Bear Hollow shall be permitted, in its discretion, to charge the credit card of Guest on file for such amounts. Contents are inventoried prior to occupancy.
19. Vehicles are to be parked only in designated parking areas. Parking on the road is **NOT** permitted. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.
20. Lake lights are available for use at an additional charge.
21. Tents, blow-up toys, Dutch ovens and other similar items are permitted only in designated areas and may be subject to removal by Bear Hollow staff for maintenance purposes.
22. The maximum number of persons who may occupy the boat at any time shall be limited to stated boat occupancy and consistent with applicable boating laws.
23. Life vests **MUST** be used by all persons under the age of fifteen (15).
24. All applicable boating laws must be adhered to by all members of the Rental Party at

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all times.

25. No personal boats or watercraft are permitted.
26. No person under the influence of drugs or alcohol is permitted in the water or in a boat at any time.
27. Boats always have the right-of-way outside of designated swimming areas. If boat is present, all persons shall remain in, or immediately return to, the designated swimming areas.
28. Security cameras are used by Bear Hollow on the Property and Guest and all other members of the Rental Party are given notice of and consent to the same.
29. Bear Hollow staff members will be in and around the Property each day for maintenance purposes, including watering and trash removal.
30. Guest shall be responsible for the cost of any movies rented through T.V. service.
31. Fishing is catch and release, other than for carp or mud cat fish, which are to be thrown away. Fishing on the lake is private and does not require a fishing license. However, fishing on the river requires a valid Utah fishing license.
32. Guest may rent additional life jackets, skis, paddle boards, bikes and other recreational equipment from Bear Hollow at the then-current rates for such equipment. All life jackets, kayaks, paddle boards and other equipment shall be returned to its designated storage area and Guest will be charged a fee for ~~damaged~~ or lost equipment.
33. Boat house rules will be posted and all members of the Rental Party must adhere to the same.
34. Skeet shooting is available only with advance permission from Bear Hollow and participation by Guest or any other member of the Rental Party is always subject to applicable gun safety laws and regulations. Guest shall remain solely responsible for all associated risks and liability associated with such skeet shooting activities.

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