



### **Park Community Rules:**

- Office Hours M-F 9:00 AM- 4:00 PM (Hours may vary due to Holidays/Winter Weather)
- Guests are required to register in the office upon arrival.
- Reservation payment is due when reservation is booked online through website, sites and pricing may vary based on availability.
- Any guest over the age of 18 must apply if daily reservation exceeds 14 days
- Guest Check in is until 1:00 PM MT/ Guest Check out is until 11:00 AM MT
- Quiet Hours 10:00 PM- 8:00 AM
- Park Speed Limit is 5 MPH
- Any visitors of the Guest must check in the front office and are required to sign Park Rules & Policy Agreement. If they plan to use pool or clubhouse facilities may be subject to clubhouse access fee.
- NO SMOKING PROPERTY- examples include but are not limited to: e cigarettes, tobacco products, marijuana, and any use and storage of drugs are strictly prohibited.
- Use of skateboards, hoverboards, motorcycles, motorized scooters, atvs within park community is strictly prohibited.
- RV sites are required to upkeep sanitary and tidy conditions, any site modifications must be approved in writing prior to installation/set ups.
- All vehicles/campers must be in working condition at all times, any vehicles out of commission non operating are subject to be towed from the park
- All pets are required to be on leash at all times, any aggressive animals may be asked to leave at any time (see pet policy for additional details)

**Please respect your neighbors right for quiet enjoyment, do not walk through any other reserved/occupied site**

## **Park Rules & Policy Reservation Agreement**

### **1.1 PARTIES, GUESTS AND OCCUPANTS**

for use as a private residence only. The terms "you/guest/guest(s)" and "your" refer to all Guest(s) listed above. The terms "we," "us," and "our" refer to the owner/agent listed.

The above site will be occupied exclusively by the guest(s) listed above. Any adult over the age of 18 years residing in the RV park must be on the Park Rules & Policy Reservation Agreement. All minors staying with guests must be declared in the application, otherwise they will be considered an unauthorized occupants/trespassing.

Any person residing on the premises for more than 24 hours shall be deemed an unauthorized occupant and Guest(s) shall be deemed in breach of this Park Rules & Policy Site Reservation Agreement, Unless the Guest(s) first obtained prior permission from Boise RV Travel Park management in writing by signing a Park Rules & Policy Reservation Agreement.

### **1.2 RESERVATION DURATION DEFINITIONS**

The term "Monthly" is defined as a reservation of 28 days or greater with calculations based on daily use. Monthly guest refunds are subject to the conditions indicated in the refund and cancellation policy.

### **1.3 APPLICATION PROCESS**

All guests staying over 14 nights are required to make an advance application at least one week in advance of a planned arrival. The application is accessible on the Boise RV Travel Parks website: [boiservtravelpark@gmail.com](mailto:boiservtravelpark@gmail.com)

If you are not able to access a computer to fill this application out, please stop by our office at 7801 W. Lemhi St. STE #1 Boise, ID, 83709 and management can provide a printed application for you (the guest) to fill in and submit in person. Application fees are \$55.00 This fee is nonrefundable. Once the fee has been paid by a Guest to screen an application the application fee is non refundable. An application fee will not be refunded if Guest is denied, if a Guest chooses not to submit the application form with information, or cancels a reservation no application fee is non refundable. Guests are required to be approved in order to complete their reservation booking. If your stay is extended from a 14 night reservation you are required to submit an application for a background check once you have hit a 14 nights reservation maximum. Any guest that stays a total of 180 days in the park whether this is in different site locations or same site location is required to fill out a new application after reserving an additional 180 days. Management reserves the right to require a monthly guest reservation to reapply each booking of a monthly reservation if management believes it is necessary. For applications anyone over the age of 18 years old is required to apply even if they will be staying on the same site with someone who has already applied and be screened to stay at Boise Rv Travel Park after 14 nights. The applicant meets the following screening criteria:

- Clean/ No criminal history - Any person convicted of a Class A or B misdemeanor, or Felonies.

- Credit score of 600 or higher, The application may be denied for accounts in collections, debts, etc.
- Income criteria required to show proof of income of at least 2x the monthly rent (verification includes 30 days' worth of paystubs, a job offer letter that is validated by a manager, tax documents, and other documents such as social security, etc.)

Prior to admission to the reserved site at Boise RV Travel Park, The Guest is required to complete full payment for the reservation and signing of The Park Rules & Policy Reservation Agreement. The terms & conditions: Park Rules & Policy Reservation Agreement does not constitute a Landlord/Tenant relationship.

**TERMINATION FOR FALSE INFORMATION OR CRIMINAL CONVICTION:** If any information supplied in conjunction with the application for this reservation site is later found to be false, or if any occupant is convicted of a crime during the reservation that constitutes grounds for termination of reservation under the Management/Owner's then-current Application Screen Criteria to reserve over 14 nights stay at Boise RV Travel Park, it will be considered grounds for termination the reservation without a refund.

## **1.4 OCCUPANCY POLICY**

Maximum of 6 occupants (adults and children) total for the day . Any Guest that has additional visitors over 6 persons site limit that use the clubhouse facilities or pool will be charged a \$2.00 fee for those over the age of 4 years old. Parents are responsible for the conduct of anyone under the age of 18 that is on their reservation or a visitor of theirs. Anyone under the age of 18 years old must be supervised at all times by an adult they are on a reservation with. At no time may a child (person under the age of 18 years old) be left unattended on a Guest's RV site or on the Property. Monthly Occupancy Policy: 2 adults (age 18 and above) included in monthly rate. Monthly Guests will be charged \$2.00 per day for each additional occupant (unless those additional occupants are under age 5 years old. Maximum of 4 occupants allowed (age 18 and above) per site for monthly guests. Boise RV Travel Park reserves the right to block/deny a Guest's visitor if they are not authorized on site. Guests must receive Management approval to change blocked status of Visitor. All reservation Guests are required to have their Visitors sign the Park Rules & Policy Reservation Agreement.

## **1.5 SUBLETTING/ASSIGNMENT**

Transfer of any interest in this Park Rules & Policy Reservation Agreement assignment, or subletting of the premises is not permitted without Owner/Agent's written approval. Owner/Agent reserves the right to withhold such consent for any reason. Any Subletting or assignment will not release Guest(s) from liability.

## **1.6 PAYMENT AND CHARGES**

All reservation payments and miscellaneous/fee payments are to be made by credit card (Visa, Master Card, Discover, Debit Visa if guest is booking a reservation through Boise RV Travel Parks direct website links. If a Guest is booking a reservation in person at the office they can pay by the following methods: Cash, Money Order, Visa, Master Card, Discover, Debit Visa. Management does not accept personal checks. Payment is required to be paid in full at time of reservation for all reservations i.e daily, weekly, and monthly reservations. Guests who are staying up to 180 days must pay first months and last month's reservation fee upfront. Each month after the initial first month, management will charge the original credit card management has on file, used during the first initial reservation. The charge will be

completed 1-5 days prior to the end of the previous month. Monthly guests will be charged back monthly for electricity use management will charge the original credit card management has on file, used during the first initial reservation, unless guest has made other arrangements to pay this utility use charge back. All agreements to utility chargeback being paid by a different form of payment other than the original credit card management keeps on file must be agreed/signed in writing between Boise RV Travel Park management and the Guest. Should an agreed upon form of payment not be paid on the date required, The guest(s) original credit card management has on file, used during the first initial reservation will be charged for this utility charge back fee.

A charge of \$35.00 will be applied for every returned or rejected electronic payment plus the amount of any fees charged to the Owner/Agent/Management by any financial institution as a result of the transaction not being honored, plus any applicable late fee charges. If you don't pay the reservation payment on time, you'll be delinquent and all remedies under this Park Rules & Policy Reservation Agreement will be authorized.

Campspot reservations: If a Guest has made their reservation through the 3rd party company/website Campspot, the Guest will be responsible for additional booking fee of: \$15.00 +8% tax, 3% card transaction fee, and \$2.00 booking fee Guest will be charged the booking fee prior entrance on day of the reservation. If a Guests chooses to cancel their reservation that was made with the 3rd party company/website Campspot Guest will be responsible for \$15.00 cancellation fee +8% tax, 3% card transaction fee, and \$2.00 booking fee which will stay as a fee on the original payment method used to hold reservation through Campspot.

## **1.7 APPLICATION OF PAYMENTS**

All payments made by Guest to Owner/Agent after the commencement of the Reservation agreement may be applied in the following order, regardless of how the Guest designates the payments: (1) to any outstanding amounts due and owing for nonrefundable fees, refundable deposits, damages, repairs, utilities, miscellaneous charges, and/or related items and other non-rent items; (2) to any reservation rent due and owing for prior periods; (3) to any reservation rent due and owing for the current period; and (4) to any outstanding late charges, whether for the current or prior periods.

## **1.8 RESERVATION COST INCREASE**

Management can increase the reservation booking fee, Daily fees can vary depending on time of year/occupancy levels/and local events. Monthly reservations are locked in at the reserved rate during Guest stay. Reservation booking cost can fluctuate for daily and continuous monthly reservation bookings.

## **1.9 VEHICLE RESTRICTIONS & REQUIREMENT**

Any RV that has reserved a site and is staying at Boise RV Travel Park must be in working condition. One vehicle plus RV are allowed per RV site (dependent on RV type/size) For monthly Guest reservations Boise RV Park does not offer reservation options to store the following: boats, utility, storage, or auto trailers to be parked in the RV site or the park. RV's must be street legal and in good /sound condition.

Tiny Homes/houses on wheels are not permitted in the park. The exterior of the RV must be in clean, Siding must be in next-to-new condition. There shall be no dents, stains, discoloration of any kind. Examples include but are not limited to: rust, missing paint on the vehicle. Decals and lettering shall be in good shape, Non-standard writing on the RV is not allowed, RV skirting must be in pristine condition and approved prior to using. Window air condition units are not permitted during the Guest stay in the park. Boise RV Travel Park does not allow modifications on RV's such as: Foil or non standard blinds/drapery on windows, no tarps or covers will be applied over the body of any vehicle. All original type parts shall be installed. No broken glass, doors, or trim is allowed. Vehicles cannot leak oil or other fluids on it's parking site or any park surfaces. No Mechanical work or maintenance/service can be performed on either vehicle within the park. No garbage/recycling shall be stored in vehicle or receptacle on RV Site that has been reserved. Vehicles without mufflers or otherwise "loud" exhaust vehicles are not permitted on the park property. This includes the use of loud stereos. All waste disposal hookups must be sealed with all hoses and connections free of leaks/odors. RV's and vehicles are required to have valid/ updated registration, and license plates. Rv and other vehicles are to be in good running order and operated by a licensed driver (with a current non expired drivers license). Issues such as flat tires, dead battery, leaks, broken windows or are deemed to be in general poor condition, including exterior, may not be parked within the RV Park. Guests will be responsible for the cost of towing/removal off of property if required.

## **1.10 INSURANCE**

Management does not maintain insurance to cover your personal belongings or personal injury. Guests assume all liability for personal injury, property damage or loss, and insurable risk. Management requires anyone who reserves a site location to have valid car/RV insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks, damage to park property, etc. Failure to maintain car/RV insurance is an incurable breach of this Park Rules & Policy Reservation Agreement and may result in the termination of reservation and eviction and/or any other remedies as provided by this Park Rules & Policy Reservation Agreement or state law.

## **1.11 CANCELLATION & REFUND POLICY**

To avoid a late check-out fee, the Guest(s) credit card account used at time of reservation may be charged a \$50 or 50+ a day or whatever is more depending on the reason for the following : A) if the guest has not disconnected from all utility services provided by the park; B) hasn't moved their vehicle from the RV site to the nearest exit to the public roadway; C) hasn't cleaned the site to its original condition at the time of rental; D) hasn't returned any property issued to the guest by the park. Please note that certain stalls/sites will transition to short term Guest reservation stays during the peak season. Approximately from April 1st to September 30th Boise RV Travel Park reserves the right to convert monthly guest spots to short term guest rentals. The length of stay at these site stalls will be limited to two consecutive weeks. It is administered through our reservation system and it will alert interested guests to this limitation.

### **CANCELLATION/REFUND POLICY:**

#### **Three weeks plus notice:**

Refund minus the non-refundable \$35.00 cancellation fee. Charged back to the card on file.

#### **Two plus weeks notice:**

50% of the reservation forfeited. There will also be an additional 35.00 fee charged back to your card on file. **Less than two weeks notice:**

Full reservation fee is forfeited. Early departures for any reason are subject to conditions above and . Management will determine if a refund is subject to approval.

Any Guest that has submitted an application fee for their reservation that is 14 days + will not receive a refund due to application Policy listed above.

## 1.12 NON-COMPLIANCE FEES

Boise RV Travel Park is private property and we reserve the right to ask anyone to leave the premises for noncompliance

NON-COMPLIANCE FEE: Management may charge a fee not to exceed \$50 each time Management sends a notice to Guest as a result of Guest non-compliance with any written rules or policies related to: (a) late payment of utility or service charges owed Owner/Agent/Management; (b) failure to clean up pet waste from any part of the Premises; (c) failure to clean up garbage or other waste from any part of the Premises; (d) parking violations; or (e) improper use of vehicles within the Premises; (f) Noise violations; (g) Smoking on the premise; (h) failure to follow Park Policy requirements regarding Pet Policy, etc.

## 1.13 USE & CARE OF PREMISES

### VEHICLE USE:

- A) Two vehicles are permitted per site provided they fit within the site dimensions and are NOT ALLOWED ON EMPTY SITES, or to block other Guest's reserved sites.
- B) Guests and Visitors are to not exceed park's speed limit of 5 MPH or below within the park.
- C) Moving vehicles can cause serious injury or death. It is hard to see any persons moving around vehicles. Riding bicycles, bicycles, skateboards, etc. in the parking areas is dangerous as the riders are not easily seen by drivers. Playing in or around vehicles is dangerous, All Guests should use discretion and safety precautions at all times.
- D) Parking on grass or artificial grass areas is strictly prohibited.
- E) Any vehicle parked illegally is subject to being towed (at owner's expense).
- F) No parking on a roadway is permitted per fire code. Any vehicle violation of this may be subject to fines/tow cost association with this violation.
- G) Antennas/Satellite Dishes must be attached to the RV, No stand-alone poles/dishes are allowed.
- H) Guest(s) are required to know the correct way to dump their RV holding tanks. Everyone will be trained that are staying monthly regardless if they already know how to, Guest(s) will be trained on the parks system of how to do the implemented system. All Guest(s) will be held responsible for fees/charges If a Guest causes a clog in the sewer lateral at the Guest site. Guest(s) will be

charged any associated sewer cleaning company charges to correct this issue which is approximately \$450.00 or more. Guest(s) that have a daily reservation or Visitors that would like to dump their sewer will be charged a \$ 10.00 fee to dump sewer

**PACKAGES & MAIL:**

- A) Guests are required to show proof of identity by showing a Drivers License, State ID, or Passport to pick up their mail/packages.
- B) Any packages/mail not picked up within 7 days of management receiving it must be picked up unless priorly arranged with management and approved to hold the package or mail in writing. Management will return mail/packages to the sender through the post office if mail/packages have not been picked up by the 8th day.
- C) Packages that are delivered to the office will be sorted and put in a safe place for guests to pick up. Packages delivered (by Amazon, UPS, etc.) to the clubhouse will be held in a secure location and must be signed for by the guest when picked up. Boise RV Travel Park is not responsible for stolen mail, packages or any package/content damage that may have occurred when transported.
- D) Boise RV Travel Park is not responsible for packages delivered to, or dropped off at guests' sites. Boise RV Travel Park is not responsible for any packages left outside the office door after hours or while the office is closed.
- E) If you are a monthly Guest shipping address to have items delivered would be:

<GUEST NAME>

7801 W. Lemhi St.

STE #1, RV Site# <put your stall/site number here>

Boise, ID 83709, USA

**PARK FACILITIES:**

All rules regarding the use of these facilities must be observed. Management reserves the right to restrict or deny the use of any facility.

**CLUBHOUSE - KITCHEN/COMMON AREA:**

- A) Kitchen area (including refrigerator use) is for event-type gatherings only and is on a "first come, first serve" basis.
- B) Fees: \$100 clean-up fee charged to paying guest credit card if Guest does not clean up and leave this area as found, appropriate clean-up must be completed by organizer/participants at the end of the event.
- C) Paying guests is also responsible for any damage repair costs. Please enjoy it, but leave it spotless for the next guest.

D) Alcoholic beverages are not allowed to be brought into the clubhouse at any time.

#### **RESTROOM/SHOWER & LAUNDRY FACILITY:**

These facilities are here for your convenience so please do your best to leave them as you found them. They are located in the clubhouse and are for registered guests ONLY. Clubhouse inner doors are open during regular office hours. External doors require a key code for entry. Daily cleaning schedule is posted so please do not use it during that time.

- A) Personal belongings may not be stored or left behind. All such items left behind will be discarded or put in a lost and found box. Management cannot guarantee that you left it behind or we will have it. Any items not picked up from the Management office within 30 days of finding the item will be discarded or donated.
- B) Laundry room equipment is provided and cleaned daily.
- C) If you notice water on the floors, items left behind in washers or dryers please let management know immediately. Management will take the items out so you may continue with your laundry.
- D) Please be considerate of other guests and be there to collect your laundry when it needs to be taken out of washers or dryers. Any items found to be left in appliances that have finished its cycle over 2 hours will be removed.
- E) If you find a problem with the restrooms, please let management personnel know immediately.
- F) If you notice someone has left something behind, please notify the office or drop it off at the office so the original owner can get it back. Should no one come forward we will reach out and contact the person who returned it to collect it if they want it.

#### **RESERVED SITES:**

- A) All Guests must abide by and act in accordance with all City of Boise ordinances.
- B) No tent camping or sleeping in vehicles outside of the RV is permitted.
- C) Absolutely no discharge or use of firearms or fireworks is allowed.
- D) All weapons shall be kept in compliance with all applicable state and federal laws.
- E) No open carry of firearms is permitted within the park.
- F) Quiet Hours are 10:00 PM- 8:00 AM .
- G) Noise from Excessive generator noise will not be tolerated and should only be used 10am-8pm in consideration of your neighbor's well-being. "No noise is good noise!" Excessive noise/nuisances/loud stereos created by guests/visitors will not be tolerated.
- H) Common courtesy shall prevail between all persons within the park. Obnoxious, profane, abusive or threatening language, behavior and/or actions directed at the park's personnel or guests, or that could adversely affect the enjoyment of other parties utilizing our property is prohibited;

anyone engaging in such activity will be required to leave the park immediately without a refund at the sole discretion of park management.

- I) Drunkenness and disorderly conduct will not be tolerated and will be cause for immediate eviction. Alcoholic beverages are to be contained within your own site.
- J) The storage or disposal of hazardous materials on the RV site or anywhere on the property is strictly prohibited
- K) Only customary outdoor patio/lawn furniture may be left outside.
- L) No clotheslines are allowed.
- M) Fiber Internet is offered- Boise RV Travel Park offers free Wi-Fi for our registered guests. There are two upgrade packages available to purchase. They are cleverly named "Speed 2" and "Speed 3" details in clubhouse and/or contact office personnel.
- N) A sewer hose "donut" or "L" connector is required. Sewer connections must be airtight. Do not flush any wipes, female products or any other objects that could stop up the sewer line. If these products cause the sewer to not work and are found in the line the resort guest will be responsible for the cost to remove the stoppage as determined by the plumbing company.
- O) Most RV Sites offer 20 amp, 30 amp, 50 amp hook ups for electricity. The Park reserves the right to disconnect utilities in order that repair, alterations or additions may be made.
- P) Guests will be notified, when possible, of any planned utility system shutdown. The Park shall not be responsible for any loss suffered by any guest from planned or emergency shutdowns.
- Q) Fireworks are strictly prohibited on the property.
- R) BBQ's not provided by Boise RV Travel Park within the community are strictly prohibited. Guests must obtain the written permission of Management/ Owner prior to installation/ or use at the property.
- S) No open campfires are permitted.
- T) Winter Conditions- Ice and snow, rain increase the risk of a slip and fall, potentially causing serious injuries. Take special precautions and proper prevention measures adding additional ice melt or shoveling around your site spot by your vehicle or around the stairs of your vehicle to prevent serious injury or death. If you choose to use additional ice melt, please make sure to get the type approved by management prior to using on your site you have reserved. Management during winter conditions will do their best to keep the clear access ways with salt or ice melt in the cleared areas during winter conditions.

Guests shall use in a reasonable manner all electrical, plumbing, sanitary, ventilation, and other facilities or appliances on the premises. The premises/site shall not be used for business or commercial purposes.

#### **POOL RULES & CLUB HOUSE FACILITIES:**

- A) The pool is open from 9 AM-5 PM (Hours may vary on weekends/ or during events) The pool has a cover that will close during closing hours. Any Guest found tampering/ touching/ removing/ walking on/ playing on the pool cover will immediately have their reservation terminated with no refund. Additional fees may apply due to tampering or if damage is found.
- B) No running, No diving, No jumping in, no rough housing, no diapers, all children under the age of 18 must be accompanied by an adult and adults must stay in the pool area and watch the child the entire time. **No lifeguard on duty.**
- C) No bottles or glass is allowed in the Pool/BBQ Patio area.
- D) No food/gum is allowed in the Pool
- E) Please enjoy this recreational area at your leisure and clean up after use.
- F) Reserving the clubhouse or pool- please contact office personnel for details on renting the clubhouse for 2 hours. As guests in the park please be forewarned the clubhouse could be rented out during your visit and no refunds will be given if the clubhouse is being used. The clubhouse will only be rented by guests no more than 2 hours at any given time, with a deposit and prior paperwork being accepted.
- G) BBQ area - Please be considerate of the BBQ's. If you use it make sure to clean the grill when you are done grilling. Do not leave a mess behind or you will be charged a clean-up fee.
- H) Place trash in plastic garbage bags, close and dispose of in dumpsters. Please recycle.

## 1.14 NEIGHBORHOOD RULES & REGULATIONS

Guest(s) agrees that all occupants, invitees/visitors of Guest shall comply with all Rules and Regulations provided by Owner/Agent. Additional Rules and Regulations specific to certain neighborhoods or areas will be provided to Guest by Owner/Agent and must be complied with. Guest further agrees that all occupants, invitees or guests of the Guest shall never be disorderly, boisterous or unlawful and shall not disturb the rights, comforts and conveniences of other Guests or neighbors.

## 1.15 PET POLICY

A maximum of 2 Dogs are allowed per site reservation (subject to approval) Guests are required to pay a \$40.00 pet fee which is non refundable per reservation. For example) Monthly reservations would be required to pay a \$40.00 pet fee each reservation/payment that is made.

Boise RV Travel Park does not allow other pets i.e Exotic animals, Cats, Birds, etc. Guest's Visitors are not allowed to have pets on Boise RV Travel Parks private property. If illegal animals are found on property management reserves the right to have animals removed from property/terminate the Guest reservation. If any Guest violates Pet policy the Guest will be subject to charges, damages, and termination of their site reservation. Guests will not receive a refund for reservation if they are found to be in violation of this Policy.

1. Guests shall supply pet information at time of reservation. Guests are required to provide the following details regarding the pet: Pets Name, Age, Weight, Breed, and rabies vaccine records, and a photo of the pet. Pet is required to be up to date on rabies vaccine to stay at Boise RV Travel Park.
2. Guest further represents that the pet(s) do not pose a direct threat of harm or danger to any persons and will not cause damage to the property. All pets must be on a leash within the park community, neighborhood, sidewalks, unfenced areas, etc. Pet(s) are not allowed in any part of the clubhouse or pool enclosure, in the laundry room, bathroom/shower room, pool area, or another recreational facility.
3. Guests are required to keep the dog secure and under your control at all times. Dogs must be "on-lead" (by a person over age 12) at all times when it is not inside your RV.
4. Approved pet(s) must be neutered or spayed as applicable, breeding animals is strictly prohibited on the property. If a Guest is found to be breeding the pet in the property, Management/Owner/Agent reserve the right to request the pet be removed and the reservation would be terminated without refund.
5. Guests are required to properly dispose of any and all pet waste immediately on the premises. Any and/all urine, fecal matter, or other excretions from the Animal shall be cleaned up by the Guest immediately.
6. Guests shall prevent the pet from becoming an annoyance to, or source of discomfort or complaints from, other guests of the park or neighbors within the community. This includes aggression, excessive barking, etc.
7. Guest agrees not to leave the pet(s) unattended for more than 24 hours. In the event that the animal is left unattended for more than 24 hours, Management/Owner Agent may contact animal control and turn it over to the shelter or other appropriate authorities. Dogs may not be tied outdoors, left unattended at the park or at the guest's RV space. Enclosures, kennels, fences, and tethers are not allowed outside of the Guest's RV.
8. Guests shall prevent the animal(s) from doing any damage to the property and their reserved site. The Guest shall not permit the infestation of community grounds by fleas or other vermin caused by the animal.
9. If a Pet injures any person(s) on the property inside the park or in personal property Guests are responsible and hold full liability for damages person(s) may seek i.e medical bills, loss of work wages, etc. If an animal injures any person(s) on the property, Owner/Agent will terminate the reservation with no refund.
10. Management/Owner/Agent reserves the right at any time to terminate the reservation without refund in the event the Guest fails to comply with the conditions of this Park Rules & Policy Reservation Agreement. The reservation may be terminated for permitting the animal to run loose or to disturb other tenants, including but not limited to, loud excessive barking, any biting, aggressive action, or causing a disturbance. Pet owners who are non-compliant of pet policy will be asked to vacate the RV Park, and may be charged a fee if waste or damage is left behind from the pet. Management/Owner/Agent reserves the right to exclude pets from the RV park if management deems the pet to be a "problem."

11. Boise RV Travel Park during icy/winter conditions does use ice melt/snow melt/salt, owners of pets are responsible for making sure their animal does not consume or walk in ice melt during this time. Boise RV Travel Park and Owner is not responsible for pets injury/illnesses/or death if ingested or walked on.

## **PET POLICY FOR ESA/SERVICE ANIMALS**

Service animals are welcome and are required to follow the same requirements listed above.

Guest represents and affirms that it has properly licensed the ESA/Service Animal if there are any general municipal or governmental/county licensing requirements for this type of animal and that you have inoculated the animal for rabies and other usual inoculations for this type of animal. Tenant further represents that ESA/Service Animal does not pose a direct threat of harm or danger to any persons and will not cause damage to the property. Management/Owner/Agent will not charge a \$40.00 pet fee for service aid per the Disability Act. If ESA/Service Animal causes damage or is out of compliance of Park Rules & Policy Reservation Agreement Owner of the ESA/Service Animal is responsible for any compliance fees or Owner/Agent reserves the right to terminate the reservation with Guest at any time due to park policy compliance violations. Service Animals are exempted from clubhouse restrictions and may be with their handler on leash to aid the handler of the service animal.

## **1.16 SMOKING POLICY DISCLOSURE**

SMOKING POLICY DISCLOSURE: SMOKING IS EXPRESSLY PROHIBITED on Boise RV Travel Parks property (this includes site area as well as front parking of the commercial building. Smoking is defined as inhaling, exhaling, breathing, vaping, carrying, or disposing of any lighted cigar, cigarette, marijuana, tobacco and any other smoking product. The purpose of the no smoking policy is to mitigate the increased maintenance, cleaning, increased risk of fire and the higher cost of fire insurance for non-smoke-free guests. Mitigate health concerns to non-smoking Guests. By Signing this agreement the Guest agree and acknowledge that the premises to be occupied by Guest and members of the household, and visitors have been designated as a smoke-free living environment. Guests shall inform Guests visitors of the no-smoking policy and notify Management/Owner of any incident where they have knowledge of the policy being violated. Management/Owner may post no-smoking signs in conspicuous places, however, failure to post signs or the unauthorized removal of signs shall not constitute a breach hereof and shall not modify, impair or reduce Guests obligation to comply with this provision.

Guest acknowledges that efforts to designate the premises as smoke free to not make the Owner/Agent the guarantor of Guest's health. Owner/Agent shall use its best effort to enforce the smoke-free terms of the Park Rule & Policy Reservation Agreement. Owner/Agent is not required to take steps in response to smoking unless it has actual knowledge of such smoking. Guest agrees that the other guests of the premises are third-party beneficiaries of any applicable smoke-free rules. A material breach of this provision shall be grounds for termination of the Park Rule & Policy Reservation Agreement by the Management/Owner/Agent.

Guest and/or their guests/visitors or invitees who violate this smoking prohibition shall be responsible for all restoration costs, including, but not limited to, sealing and repainting all walls, full carpet replacement, fumigation, air duct cleaning, chemical wall cleaning, and any other damage caused by such activity if done in the clubhouse. Said restoration costs are not considered to be normal wear and tear. Guests with respiratory ailments, allergies, or any other physical or mental condition related to smoke are hereby put on notice that the Owner/Agent does not assume any higher duty of care to

enforce this provision than any of the other obligations of the Owner/Agent under the Park Rule & Policy Reservation Agreement.

### **1.17 DRUG POLICY**

Boise RV Travel Park has a zero drug policy on the premises. Guests and visitors shall not engage in any unlawful drug related activity, such as possession, sale, distribution or use of controlled substances on or about this premises.

### **1.18 WAIVER AND RELEASE**

Guests and any children, guests or visitors/ invitees of Guest on reservation (collectively referred to as the "Users") agree that if Users engage in any physical exercise or activity or use any facility on the premises of the property or complex, Users do so at their own risk. This includes, without limitation, the use of any of the club house facilities, pools, laundry room, bathroom, and any other facilities that are provided for the use of Guests. It further includes any health club or like facility and User's participation in any activity, class program or instruction. Users agree that they are voluntarily participating in these activities and are voluntarily using these facilities and premises and assume all risk of injury to Users and all risk concerning the contraction of any illness or medical condition that might result. Users agree on behalf of themselves and their personal representatives, heirs, executors, administrators, agents and assigns to release and discharge Owner/Agent/Management and its affiliates, employees, agents, representatives, successors and assigns from any and all claims or causes of action (known or unknown) arising out of the User's negligence relating to the above facilities and the use thereof. This Waiver and Release of liability includes, without limitation, injuries which may occur as a result of (a) User's use of any exercise equipment or facilities which may malfunction or break; (b) the improper maintenance of any exercise equipment or facilities; (c) any negligent instruction or supervision; and (d) User's slipping and falling while in, on, or around any such facilities. Diamond P Resorts LLC DBA Boise RV Travel Park retains the right to alter and modify any of the Guidelines, Policies, Rules and Regulations in keeping with the fairness and best interest of all participants. Management's decisions in all disputes are deemed final. Violation of these guidelines, policies, rules and regulations that result in damage or destruction to Diamond P Resorts, LLC DBA Boise RV Travel Park will not be held responsible for the weather conditions if you are a guest staying at our RV Park. Should you slip and fall due to rain or snow we will not be held responsible.

### **1.19 LEGAL NOTICES/COMMUNICATION**

All notices from Management/Owner and letters will be emailed to all financially responsible guest(s) on the Park Rules & Policy Reservation Agreement. Guests are required to provide email ID provided when reserving their site. If a Guest is not able to access a computer or email account this needs to be communicated to the Management/Owner immediately to come up with an alternative solution for means of communication to receive notices and letters regarding their reservation/stay at Boise RV Travel Park. The following are examples of notices but not limited to the listed examples: Compliance violations, notices regarding scheduled repairs at the property, reservation information letters, utility bills that are billed back to guest (if applicable) reservation renewals, reservation terminations, etc.

### **1.20 ATTORNEY FEES OWNERS RIGHTS SEVERABILITY**

In the event the Owner/Management has to bring an action to enforce any provision of this Agreement Owner/Agent shall be entitled to, in addition to costs, reasonable attorney's fees. Failure by Owner/Management to insist upon the strict performance of the terms and provisions of this Agreement or any Rules and Regulations shall not constitute a waiver or relinquishment of Owner/Management's rights to enforce such terms and conditions. If any clause or provision of this Policy Reservation Agreement is held to be illegal, invalid or unenforceable under present or future laws enacted during the term of this Agreement, it is the intention of the parties that the remainder of the Agreement shall not be affected.

## **1.21 DAMAGE, LOSS, AND LIABILITY**

Except for those conditions caused by the negligence of the Management/Owner, the Guests shall pay for the repair of all damage to the premises and appurtenances occurring during the residency and which include, but are not limited to, the following: (a) damage from waste water stoppages caused by foreign or improper objects in lines that exclusively serve the Guest's dwelling; (b) plumbing damage, and/or water-related damage caused by misuse or poor maintenance of toilets, sinks, drains and other items; (c) broken water pipes resulting from freezing, together with any resulting damages caused by broken or frozen pipes resulting from Guest's failure to maintain adequate heat in, on, or upon the premises; (d) damage to doors, windows or screens; (e) damages from windows or doors left open; (f) broken windows, mirrors, light fixtures, or light bulbs; and (g) any other damage or loss caused by fire, vandalism or other acts of misuse by Guests) or their visitors/guests. The aforesaid recovery rights are assignable from the Owner/Agent/Management to third parties and/or Park Owner's insurance carrier. Such reimbursement shall be due immediately upon demand by Park Owner's. Park Owner's failure or delay in demanding damage reimbursement, late payment charges, returned check charges or other sums due from Guests, shall not be deemed a waiver thereof; and Owner/management/agent may demand the same at any time, including at reservation end date. It is understood and agreed that Owner/management may at any time, and from time to time, deduct damage reimbursements, utility charges, late-payment charges and/or returned check charges, or any portions thereof, from the Guest's initial credit card payment on file, without waiver of any other rights or remedies of Owner/management

Owner/Agent/Management shall not be liable to Guest(s), or Guest's family, agents, invitees, employees, or servants, for any damages or losses to person or property caused by other Guests of the premises or other persons not associated with Owner/Agent/Management. Guest(s) agrees to indemnify and hold Owner/Agent/Management harmless from and against any and all claims for damages to property or person arising from Guest's, and/or Guest's visitor's use of the premises, or from any activity, work, or thing done, permitted or suffered by Guest and/or Guest's visitors in or about the premises.

Owner/Agent/Management shall not be liable for personal injury or damage or loss of Guests or Guest's visitor's personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, and acts of third parties not within the control of the Owner/Agent/Management, acts of God or any other causes of any nature whatsoever. However, specifically excepted from the releases set forth in this paragraph are those matters in which an Owner/Agent/Management is to be held strictly liable by operation of the law and those matters which are expressly prohibited from being waived/released of civil and criminal charges. Guest(s) understands that Owner/Agent/Management and its legal representatives do not guarantee, warrant or assure Guest's personal security and are limited in their ability to provide protection. Guests have been informed and understand and agree that his personal safety is his personal responsibility. Boise RV Travel Park retains the right to alter and modify any of the Guidelines, Policies, Rules and Regulations in keeping with the fairness and best interest of all participants. Management's decisions in

all disputes are deemed final. Violation of these guidelines, policies, rules and regulations that result in damage or destruction to Boise RV Travel Park will not be held responsible for the weather conditions if you are a guest staying at our RV Park. Should you slip and fall due to rain or snow we will not be held responsible.

In the event of damage to the premises by fire, water, or other hazard; or in the event of malfunction of equipment or utilities, The Guest(s) shall immediately notify the Owner/Agent. If the damages are such that occupancy can be continued, Owner/Agent shall make repairs as needed with reasonable promptness and rent shall not abate during the period of such repairs. The rent provided in this Agreement shall abate during the period of time when the premises are not fit for occupancy, but in all other respects the terms and provisions hereof shall continue in full force and effect. In the event that the premises are so damaged or destroyed as to be, in the sole opinion of the Owner/Agent, incapable of being repaired, or, at the option of the Owner/Agent, Guest(s) agrees to accept reasonably equivalent accommodations.

Guest(s) are responsible for all damages to furnishings or premises caused by their negligence or their failure to immediately report the malfunction of equipment or utilities. Guest(s) agree not to destroy, damage, deface or remove any part of the premises or permit any persons to do so, including making any marks on or attaching any sign, insignia, aerial or other device to the exterior or interior walls, windows or roof of the premises without the prior written consent of Owner/Agent. Guest(s) agrees to assume all liability for damages other than normal wear and tear. Parties agree that certain conditions do not constitute reasonable wear and tear, including, but not limited to, excessive dirt, stains, smoke damage, nail holes, and similar types of damage. Any customer or guest destroying/damaging the park or other customer's property will be required to make restitution. If your RV has an electrical problem creating a problem with the park electric connection panel and a certified electrician has to be called, you will be responsible for the cost of the electrician's service call and damages. Guests are responsible for any damage they caused to the RV park. Management is not responsible for damage, injury, or loss to either person or property. The owner/management of Boise RV Travel Park absolve themselves from all liability and responsibility pertaining to loss by fire, theft, weather, acts of God, property damage, accident or any other cause whatsoever, and guests agree to save, protect and hold harmless Boise RV Travel Park from all such liability. The Park reserves the right to charge guests accordingly for any damage they cause to the grounds and/or resort facilities, including but not limited to broken waterlines, damaged sewer connections, landscaping, etc.

**BOISE RV TRAVEL PARK RESERVES THE RIGHT TO REFUSE ENTRY AND/OR TERMINATE ANY RESERVATION GUEST OR VISITOR AT ANY TIME FOR ANY REASON.**

**BOISE RV TRAVEL PARK**

**WAIVER, RELEASE & INDEMNIFICATION**

**PLEASE READ CAREFULLY. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.**

In consideration of Diamond P Resorts LLC, dba Boise RV Travel Resort, its members, managers directors, administrator, representatives, officers, agents, employees, and assigns, and each of them (each individually, a "Releasee", or collectively, "Releasees") allowing the undersigned Participant(s) use of the property and facilities located at 7801 West Lemhi Street, Boise, Idaho 83709 (collectively

referred to hereinafter as “Resort”) which includes various recreational activities/amusements offered by the Resort. These may include but not be limited to: swimming and water activity facilities such as pools, hot tubs, jacuzzis, water parks, slides, sprinklers and lakes; inflatable amusements such as bounce houses, slides and obstacle courses; BBQ areas, open patios, laundry rooms, hiking and bicycle paths/trails; playgrounds; fishing facilities; exercise equipment; basketball courts; horseshoe pits; laser tag; dog runs; skating areas; boating; miniature golf; shuffleboard and bocce courts; and naturally surfaced playing fields (collectively referred to hereinafter as “Activities”).

The Participant(s), for itself and all minor children for whom Participant has the legal authority to act (which children are included in the definition of Participant(s)) hereby freely, voluntarily, and without duress executes this Release and acknowledges the forfeiture of a legal right in accordance with the following terms:

**Waiver & Release:** The Participant(s) for itself and any of its guests, employees, agents, invitees or any other party at the Park at Participant(s) request or invitation (the “Releasing Party”) hereby irrevocable, personally and for his or her heirs, assigns and legal representatives, release and waive any and all past, present or future claims, demands, liability, damages, costs, and causes of action which the Releasing Party now has or may in the future have against any Releasee for any and all past, present or future loss of or damage to property, and/or bodily injury, including death, however caused, resulting from, arising out of or in any way connected with the Releasing Party’s participation in or use of the Park or participation in Activities.

The Releasing Party understands that this Release discharges the Releasees, jointly and severally, from any liability or claim that the Releasing Party may have against the Released Parties with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Releasing Party’s participation in Activities at and/or offered by the Resort, including but not limited to those caused by the negligence of any Releasee or otherwise. The Releasing Party understands that by executing this Release, it acknowledges that no Releasee will be held responsible for the consequences of any Releasee’s negligence, if any, relative to the Activities or the Park..

This Release covers all risks of the activity and any negligence of the Releasees, including claims for negligent hiring, instruction, operation or other forms of negligence not normally associated with participation in the Activities or use of the Park or associated with the business and employees.

**Hold Harmless/Indemnity:** Each Releasing Party agrees to defend, indemnify and hold each Releasee harmless, including reimbursement, from any loss, liability, damage or cost a Releasing Party might incur due to its participation in the Activities or use of the Resort whether caused by the negligence of any Releasee or otherwise. Each Releasing Party further covenant not to cause any action at law or in equity to be brought or permit such to be brought in its behalf, either directly or indirectly, on account of loss or damage to property and/or bodily injury, including death, against any Releasee resulting from, or arising out of, or in any way connected with any claims, demands, and causes of action which now or in the future may be asserted against any Releasee arising out of or by reason of its participation in the Activities or use of the Park, including any injury, loss or damage that might occur at any place in connection therewith.

**Assumption of Risk:** The Releasing Party understands that participation in the Activities or use of the Park requires assumption of certain risks that no amount of care, caution, instruction or expertise can eliminate. These risks include but are not limited to: slipping on wet surfaces; exposure to chlorine and

other water cleansing agents; coming into contact with other Participant(s); getting entangled in nets, ropes and hardware on certain amusements; use of defective equipment; striking pool/water amusement bottoms and walls; coming into contact with friction surfaces; walking/running/bicycling on wet, low friction, soft/flexible, and uneven surfaces; walking without footwear in participating in certain Activities or using the Park; walking/running/bicycling on uneven and unpaved natural surfaces; being struck by batted, thrown or projected balls, horseshoes and other sporting equipment; all of which can result in bodily injury, personal injury, illness, death or property damage. The Releasing Party further understands that it assumes such risks while participating in the Activities and use of the Park. The Releasing Party also understands that due to the Park's setting, there is a risk of coming into contact with natural elements including but not limited to animals; insects; and poisonous plants, all of which can cause bodily injury, personal injury, illness, death or property damage, and the Releasing Party further understands that it assumes such risks while on property at the Park. The Releasing Party also understands and accepts that surface conditions on roads, parking lots, walkways, stairs and any other area exposed to the elements of nature such as snow, rain, sleet, hail, ice, moss, algae and mud or loose gravel, such that walking or other activities may become dangerous. The Releasing Party freely assumes any and all such risks, including the risk of any negligence of the Park.

**Duration:** This Waiver, Release & Indemnification is perpetual and applies to all uses of the Park and participation in the Activities by the Releasing Party listed herein from and including the date signed. No changes of this Waiver, Release & Indemnification are valid or enforceable.

**General:** As liquidated damages, the Releasing Party hereby agrees that if a Releasee is forced to defend any action, lawsuit or litigation or for breach of the covenant not to sue or the covenant of good faith and fair dealing, by the Releasing Party, or its executors or heirs, on your family's or your behalf, your heirs or executors, and the Releasing Party agrees to pay Releasee's costs and attorney's fees if the Releasee successfully defends such action, lawsuit or litigation. Should any sentence, clause, paragraph, or part of this Waiver, Release & Indemnification be declared unenforceable by a court of competent jurisdiction, the remaining parts or paragraphs shall remain in full force and effect. This Waiver, Release & Indemnification is intended to be interpreted as broadly as possible to affect the intent and purpose set forth herein. Except as specifically stated otherwise herein, this Waiver, Release & Indemnification sets forth the entire understanding of the parties and all prior understandings or communications, electronic, online, written or oral, are superseded by this Waiver, Release & Indemnification. Participant(s) have read and understand this Waiver, Release & Indemnification. Participant(s) are voluntarily signing this Waiver, Release & Indemnification. Participant(s) understand you are giving up certain legal rights for itself, its family and its heirs. By signing this Participant(s) understand it, its family and its heirs cannot sue for any reason. If Participant(s) or anyone else sues because of injury, Participant(s), and its family and its heirs cannot collect any money. This Waiver, Release & Indemnification is governed by Idaho law.

Participant(s) has/have executed this Waiver, Release & Indemnification as of the date written below.

<b>Participant</b>	<b>Age</b>	<b>Signature (Parent/Legal Guardian signature required for minors under age 18)</b>
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