

Humpback Chalet Cabin Rental Agreement

This document must be printed, signed and returned to Humpback Chalet P.O. Box 6000 Ketchikan Alaska, 99901. Fax 907.247.9257 in addition to the guidelines and rules before reservation can be finalized.

Rented To: _____

Address: _____

Phone: _____ **Fax:** _____ **Email:** _____

Rental Date In: _____ **Date Out:** _____ **Number of people in Party** _____

Names of all members in party: _____

Payment

Cabin rent shall be paid in full 45 days prior to your scheduled reservation. Reservations will not be confirmed on the schedule until payment is received. 75% of the rent received will be refunded if cancellation notice is given 30 days before your scheduled cabin dates. 25% of the rent received will be refunded if the cancellation is made between 14 – 30 days before your trip. You will not receive any refund if a cancellation notice is received 14 days or less before your trip.

Cleanup

You are responsible for taking everything out that you brought with you. Garbage must be brought out on the return flight. A damage deposit of \$300 will be collected in advance. The cost of cleanup or repairs needed due to your party’s activities will be deducted from this deposit. After an inspection has been made, SPT will refund the damage deposit within 30 days of your departure from the cabin.

Fishing Regulations

Lessee (cabin renter) agrees to abide by the existing Fish and Game regulations governing the area including Humpback Lake currently in existence. It is your responsibility to acquaint yourself with these regulations.

Care and Operation of the Cabin Facilities

Lessee agrees to properly care for the cabin, the surrounding facilities and the equipment rented with the cabin. Lessee agrees to restrict its use to only those people included in this rental agreement. **TREAT THE CABIN AS IF IT WERE YOUR OWN!** Lessee agrees to abide by all Cabin Rules and USFS regulations governing this area. Keep all garbage inside the cabin, or in secured containers outside next to the cabin.

Humpback Chalet Cabin Rental Agreement

Alterations

Lessee shall not without prior written consent of Lessor make any alterations, additions or improvements to the cabin facilities and any of its rental equipment. LEAVE THE CABIN IN THE SAME CONDITION AS YOU FOUND IT. Do not hammer nails into the walls, build shelving, or move any furniture or fixtures outside of the cabin or off the attached property.

Damages

The Lessee or anyone included in the Lessee’s party shall pay for any loss or damage caused to the Humpback cabin and attached facilities, and Lessor shall be the sole judge as to the condition of said cabin and facilities after the Lessee’s party leaves. Abuse, neglect, damage of any kind, including abnormal wear is the sole responsibility of the Lessee.

Hold Harmless

No conditions expressed or implied are part of this agreement unless noted hereon and signed by both parties. The Lessee of the cabin hereby agrees to indemnify and defend Sportsman Paradise Tours, LLC and hold Sportsman Paradise Tours, LLC and all its partners harmless from all claims, demands, suits, judgments, actions, costs, and expenses, including actual attorney’s fees, arising from or in any way connected with any damage or injury resulting in death, to persons or property resulting from the use or operation of the cabin and equipment. Lessee shall promptly notify Lessor of any accidents, injuries or damages incurred by, involving or caused by the cabin facilities and its equipment.

Waiver of Defects/Disclaimer of all Warranties

The Cabin facilities and equipment are being leased “AS IS, WHERE IS”, with no representations or warranties of any kind related to the equipment including but not limited to, warranties against patent or latent defects in the material, workmanship, construction or capacity of the cabin and it’s equipment. Any warranties as to fitness for particular purpose of merchantability are expressly disclaimed. Lessee acknowledges that there have been no express warranties, guaranties, promises or representations concerning this cabin and its equipment.

Miscellaneous

All notices relative to this agreement shall be mailed to Lessor or Lessee at its respective address above shown or any later address last known to sender. The law of the State of Alaska shall apply to any action involving or related to this agreement. Venue for any action arising out of or relating or pertaining to this agreement shall be in state court in the First Judicial District, State of Alaska, at Ketchikan. In the event that a court or other tribunal is called upon to construe the provisions of this agreement the court or tribunal shall not apply the rule of construction that a contract is to be construed against the party who cause the contract to be drafted.

Lessee:

Signature

Printed name

Date: _____

Humpback Chalet Guidelines and Rules

The Humpback Chalet is one of only two private cabins left in the Misty Fjords National Monument. We hope you enjoy your stay at the Humpback Chalet!

I have read and agree to the above rules and guidelines.

Printed Name

Signature

Date

Hold Harmless and Indemnity

_____ specifically obligates itself to **Sportsman's Paradise Tours dba Humpback Chalet** in the following respects, to-wit:

- a) To indemnify and appear and defend and hold harmless Sportsman's Paradise Tours dba Humpback Chalet, its owners and appointed officials and employees, from and against any and all claims, damages, losses, costs and expenses, including attorney's fees and expenses incurred, whether or not suit is filed, and for injuries to or theft of property, including loss of use, injuries to persons, including death and from any and all other claims, suits, or liability, caused in whole or in part by any act or omission of _____, or any of its officers, agents, employees, representatives, servants or subcontractors, or anyone employed by them, or for whose acts _____ may be liable, or resulting from any act or omission of _____ or any of the Renter's employees, agents, representative, licensees, contractors or their representatives.

Cabin Renter

Date

Legal Guardian

Date