

VACATION RENTAL 365 (VR 365, LLC)

SHORT TERM RENTAL AGREEMENT

**** IMPORTANT - Please sign this agreement within 24hrs of receipt of this rental agreement ****

VR 365, LLC, (hereinafter "Agent") is pleased to offer premier rental accommodations. In consideration of the rents received and the individual promises contained herein, the Owner ("Owner") of the property described above ("Property"), through its Agent VR365 LLC, does hereby lease and rent to Guest ("Guest"), and Guest hereby leases from said Owner, the Property under the following terms and conditions:

GUEST EXPERIENCE SUMMARY BETWEEN **Guest & VR 3656, LLC**

- 1) Guest will not host an Event or have any such gathering that exceeds the number of occupants listed on this agreement. Guest will contact Agent for approval if they intend to host any such event at the home.
- 2) Guest will be respectful during Quiet Time Hours (10pm to 8am) and avoid noise complaints from neighbors.
- 3) Guest will not exceed the number of people declared on this agreement and or the property maximum occupancy including children regardless of age or Guest agrees to notify Agent prior to arrival.
- 4) Guest will NOT exceed the number of declared vehicles on this agreement & or agrees to notify Agent.
- 5) Guest will not smoke inside the Property.
- 6) Guest acknowledges this home does Not Allow Pets and will make sure everyone in their group is aware of this policy.
- 7) Guest will Not leave the home excessively dirty after their Check-Out.
- 8) Guest agrees to follow the Check-Out Instructions found in their Arrival Information.
- 9) Guest will not discharge a fire arm on the property.
- 10) Guest will not bring a tent, camper, or motor home to the rental property without prior written approval from Agent.
- 11) Guest will not have a campfire outside a fire-pit, fire-ring, or have an open fire during a BURN BAN.
- 12) Guest will be respectful of the Hot Tub Rules and make sure the water is not fouled during their stay.
- 13) Guest agrees Agent has the right to select a refundable security deposit in lieu of the damage protection plan.

Age Limit – Guest must be **28 years of age or older**. Guest (or the undersigned signing for Guest, if Guest is an entity must be 28 years old or older (unless otherwise pre-approved by Agent) and must be an occupant of the rental property during the entire reservation period.

Number of Guests - Guest must inform Agent of any change in the number of guests before arrival. Additional guests will be charged \$15 per person per night plus sales tax, and subtraction of guests

may be credited prior to arrival. If there is a change in the guest count from the time of booking and signing of this rental agreement, there may be additional guest fees added to the booking. There will be no refund for removal of guests after the arrival date. There will be no refund for any unused portion of your stay.

Occupancy Limitations - To occupy the Property by more persons and pets than set forth above in this Agreement will constitute a material breach hereof by Guest and will be cause for the immediate termination of this Agreement by Agent and eviction with no refund and charged a FULL DAYS RENT. Guest must disclose all children regardless of age. Any misrepresentations made by Guest or the undersigned when making this reservation will result in denial of entry at check-in and Guest will forfeit all rental monies and deposits previously paid unless and to the extent the Property is re-rented.

No Parties - No Minors, Chaperoned Groups, High School Graduations, Prom Parties, Bachelor, Bachelorette, Fraternities, Sororities, and or similar parties or gatherings as determined by Agent may rent the property. **If an unacceptable or non-qualifying Guest is found occupying the property, Guest will be evicted with loss of rents, deposits and charged a \$500 penalty fee.** Guest authorizes Agent to charge the credit card on file.

Intent of Parties - The parties to this agreement intend that the property is to be utilized for temporary vacation occupancy and this agreement shall not substitute or create a Landlord/tenant relationship as described by the Revised Code of Washington 59.18.010 et.seq. and the parties hereby waive any such relationship should it be deemed to apply.

Maintenance and Repairs - If there is something amiss or faulty equipment, please contact us UPON ARRIVAL. It is expressly agreed and understood that neither Agent nor Owner shall not be liable for circumstances beyond their control including malfunction or breakdown of appliances, air conditioning or other home equipment, including TV sets, Internet or due to unfavorable weather, acts of nature, disruption of utility services or any other situation occurring not reasonably under Agent's control and there will be no refund or rebates of all or any part of the rental fee in such circumstances. Guest agrees to vacate the Property upon the issuance of a mandatory evacuation or where Agent, in good faith, believes the continued occupancy of the Property to be dangerous.

Pet Policy – If Guest brings a Pet to the property and Agent provides evidence of any pet found at the property, then it will be a violation of this agreement and a \$500 penalty will be automatically applied to the reservation and charged to the credit card on file (Even if the Pet does not enter the home). **NO EXCEPTIONS!!**

Garbage – Guest can leave one garbage can of refuse upon departure (**Guests staying 3+ nights can leave two full garbage cans**). Guests are to bag all their garbage and dispose of it in the garbage can(s) provided. If there is additional garbage, guests must take it with them and dispose of it themselves **OR there will be an additional fee of \$25 for each excess large black bag of garbage left at the property.**

Payment Terms – The Down Payment, as set forth above, is due and payable along with this signed Agreement to reserve your stay. If the Down Payment is not received in the amount and by the dates required, Agent shall have the right to void this Agreement. Reservations booked 30+ days in advance of the rental start date are confirmed when 50% of the total rental fee is received; the remaining 50% balance is due 30 days before the arrival date. Reservations made within 30 days of the arrival date are confirmed upon receipt of payment of the total rental fees. Agent accepts payment by Visa, MasterCard, or Discover. Agent reserves the right to amend the tax rate when an increase goes into effect. Therefore, the balance due listed on this Agreement may increase and if so, Guest will be advised via electronic mail. Agent shall deposit all monies into Agent's interest-bearing account at Home Street Bank, in Tukwila, WA, with all interest accrued payable to Agent.

Pricing - Reservations are confirmed at the rates in effect on the date the reservation is made. Agent reserves the right to correct oversights, omissions, and clerical errors. In the event an adjustment of this nature

increases the cost of Guest's booking, the Guest will be given the option to accept the revised reservation or terminate it with no penalty.

Check-In - After 4pm. Early Check-In is contingent upon the property being cleaned and ready. Early check-in will not be authorized until the day before arrival. For an extra \$25/hr. fee a special arrangement can be made for an earlier check-in no earlier than 1pm when available. **Unapproved early arrivals will be charged a half-day's rate. During busy summer months an early check-In is not allowed.** During peak seasons and holiday periods, Agent reserves the right to change the check-in and check-out times by one or two hours to accommodate same day reservations. In the event the check in time is extended Agent will pay Guest \$25hr for compensation.

Check-Out - Before 11am on the last day of the above-stated rental period. Guests will Check-Out by this time for Agent to prepare the Property for the next Guest. Late Check-Out at 1pm may only be authorized on the day prior to departure and is dependent upon whether there are arriving Guests. **Unapproved check-outs past 11am will be charged a Half-Day's Rate.**

Departure - Please follow the Check-Out Instructions in the arrival information or welcome binder. When you depart please close & lock all windows and doors. Return furniture to its original position if you have moved things around. Please place your dirty dishes in the dishwasher. Turn off the fireplace, propane on barbeques, and air conditioning. Turn the heat down to 60 during the winter months. Lock the home upon departure.

No Smoking - Guest agrees that he or she or any person in their party will not smoke on the premises of the home and acknowledges that smoking is prohibited. If tobacco odor is noted, guest agrees to pay \$1,000 upon checkout for damages and agrees to pay for additional cleaning and fumigation costs.

Damage Waiver Plan - At the time of booking, Guest may be offered and may elect to purchase a non-refundable Damage Waiver **in lieu of paying a security deposit. Damage waivers are typically not offered at our larger Properties, or when the number of guests is at, or close to, the maximum occupancy.** The damage waiver is designed to cover unintentional damages to the Property. **Agent will pay for up to \$1,000 of unintentional damage caused by Guest, provided;** (1) that Guest immediately reports all damage by email to booknow@myvr365.com prior to departure. **If Damages are not reported prior to departure, but are found and reported by our staff, then the entire amount of damage will be the responsibility of the Guest;** (2) that the damage is not a result of Guest or their invitees violating Agent's rules, notices or instructions or any provision of these Terms & Conditions; (3) that Agent determines the damage was indeed unintentional. Guest is still obligated to pay for excessive cleaning, damage that does not conform to the terms of this paragraph, cleaning of Hot Tubs, or unintentional damage greater than \$1,000

Cancellations – If Guest must cancel its reservation, the cancellation must be in writing or via electronic mail ("formal notification"). Oral communication, even in an emergency, will not be deemed received until receipt of "formal notification". **If Guest's cancellation is greater than one hundred and twenty (120) days of date of arrival, Guest will be refunded 100% of deposited funds, minus a \$150 processing fee.** If Guest cancels within one hundred and twenty (120) days of date of arrival, then Guest will forfeit 100% of Guest's deposited funds. **HOWEVER, Guest will have ONE (1) YEAR from Guest's original date of Check-In to rebook (one time only) the SAME PROPERTY, subject to availability during one of the Agent's designated off-season dates. Seasonal free night promotions DO NOT APPLY when rebooking a home. Guest will be charged a rebooking fee equal to 20% of the amount of Guest's gross rent. If Guest cancels within one (1) week prior to arrival, Guest agrees to forfeit 100% of all deposited funds.** There will be no refunds given due to weather conditions, late arrival, early departure or any other reason outside of the control of the Agent.

Weather Conditions - We cannot be responsible for winter weather conditions, so when you make your winter

reservations, make sure that you have proper equipment (tires, etc.) to drive in the snow and carry tire chains for driving over the passes. There are no refunds for road closures, however if both mountain passes (Snoqualmie and Stevens) are closed for more than eight hours on arrival day, Guest may receive a credit voucher for that day.

In the event that Agent is unable to deliver the Property to Guest under this Agreement because of fire, eminent domain, act of nature, or any other cause, or if the Property is unavailable because of delay in construction or because of lack of sewer or water, or if the Property is not in a fit and habitable condition, Guest hereby agrees that the Owner's and Agent's sole liability as a result of any such conditions is to place Guest in another Agent property of equal or greater value. If no other property is available, Guest agrees that the Owner's and Agent's sole liability is to refund all rent and tax previously tendered by Guest pursuant to the terms of this Agreement, which refund shall be promptly made by Agent.

Guest expressly acknowledges that should Owner or Agent be unable to provide occupancy to Guest for any reason, in no event shall Owner or Agent be liable for any consequential, incidental, secondary or other damages, including, but not limited to, any expenses incurred because of moving or for any damage, destruction or loss.

Property Use & Responsibility – Guest becomes responsible for the security of the Property and all its contents upon check-in, and remains responsible until Guest vacates the Property, completes their check-out, and notifies Agent they have departed. The Property is inspected, and its contents are inventoried prior to each guest arrival. Guest is financially responsible for all losses or damages during occupancy and while in Guests possession.

Lost and Found - Agent is not responsible for items left behind by Guest or Guest's guests. Items left behind will be held for a maximum of one (1) month. After such time, all unclaimed items will be delivered to a local charitable organization. **Upon request by Guest, any items left at the Property will be returned for a flat \$20.00 handling fee plus packaging/shipping costs at Guest's expense through a mailing service.**

Structural and Environmental Precautions – Guest is advised that many homes have, or are in proximity to, structural or environmental circumstances that could pose physical hazards. These may include, but are not limited to, rocky terrain, hot tubs, swimming pools, steep slopes, interior and exterior stairways, terraces and decks, slippery conditions, fireplaces, sharp objects, noxious plants, and insects. Guest acknowledges that they will contact Agent about specific hazards prior to booking with any concerns. Guest agrees they will not book a home if they believe there may be a condition that poses unusual risk to any member of Guests party. Guest hereby releases the Agent and Owner from all personal safety risks and liability associated with the property Guest rents.

Property Suitability – Review all property amenities, specifications and unique characteristics, including environmental conditions, to verify the selected Property will be suitable prior to Guest booking. Private homes may be constructed with unusual features, limited accessibility, or be sited amidst potentially dangerous conditions. Guests with mobility challenges or those traveling with children are specifically advised to discuss concerns or requirements with Agent as Guest will not be able to change homes upon arrival.

Risks and Safety - Guest understands that there are special risks that may be involved in using special features, e.g., spa, hot tub, Jacuzzi, whirlpool, pool, gas grills, etc., as well as using other areas of the Property. Guest agrees to explain the risks of using the special features to any guest the Guest may have at the Property and Guest agrees to hold harmless Agent and property Owner for any injury to Guest or Guest's guests resulting from using these special features. Guest also understands and agrees that Guest is responsible and liable and will pay Agent upon request for any damages that occur to such special features and the supporting equipment through the misuse and/or negligence of Guest or Guest's guests. Guest will promptly report any malfunction of

any smoke alarm. Guest waives any requirement that Agent or Owner place new batteries in a battery-operated smoke detector at the beginning of the tenancy.

Hold Harmless - All Guests and their guests use the Property at their own risk. Guests hereby agree to release the property Owner and Agent and to indemnify, defend, and hold Owner and Agent harmless from and against all liability, claims and causes of actions whatsoever and from all damages to Guest's family, licensees, guests, invitees, and/or other persons or property occupying or utilizing the property during the term hereof which occur or arise because of the Guest's use or occupancy of the Property or Premises. Guests further agree to indemnify the property Owner and Agent for any damages claimed, alleged or caused to Guests or third parties by Guest's use or occupancy or the use of Guest's family, licensees, invitees, guests and/or third parties. By endorsing this Rental Agreement, Occupant of Premise (Cardholder), Guest(s) and/or Invitee(s) hereby forever hold harmless and indemnify Agent and its Property Owners from any liability/responsibility arising therefore. In any action concerning duties or liabilities of the parties, Guest agrees to venue in Kittitas County, Washington, and the prevailing party will be entitled to recover reasonable attorney fees and costs.

SIGNATURE - By signing this Agreement and initialing the check boxes, I (i.e., the undersigned) acknowledge that I have read this Agreement and agree to comply with the terms hereof and the rules and regulations as contained herein. I understand that I am responsible for compliance with the terms and rules and regulations by all parties who will use the rental property during the term of this Agreement. By signing this Agreement, I certify that I am 28 years of age or older. Guests signature on this Agreement, and/or payment of money and/or taking possession of the Property after receipt of the Agreement is evidence of acceptance of this Agreement and is intent to use the Property for a vacation rental as set forth herein. Guest acknowledges that Agent will charge the credit card used at the time of booking for any additional charges, that apply to this rental agreement.