

TENANT VACATION RENTAL AGREEMENT & INFORMATION SHEET

Three Arch Cape
ThreeArchCape.com
503-740-2456

TENENT INFORMATION

Please provide us with the following information so that we can reserve your stay at name of property.

FIRST NAME

LAST NAME

STREET ADDRESS

CITY

STATE

ZIP CODE

DAYTIME PHONE

 - -

E-MAIL ADDRESS

ARRIVAL DATE

 / /

DEPARTURE DATE

 / /

NUMBER OF ADULTS

NUMBER OF CHILDREN

TERMS AND CONDITIONS OF RENTAL

- 1. AGREEMENT:** Owner and Tenant agree as follows: Above Tenant is an adult and will be an occupant of the unit during the entire reserved period. Other occupants will be family members, friends or responsible adults. Use of the premises will be denied to persons not falling within the foregoing categories, and as a result they would have to vacate the property immediately without any refund. No keys will be issued to anyone who is not an adult.
- 2. PETS:** We only allow pets in special circumstances and an additional \$300 pet deposit is also required. You **MUST** clean up after your pet. That includes properly disposing of all waste material. If any waste material is found on the property, a portion of your pet deposit will not be refunded. You must also maintain control of your pet at all times and **NEVER** leave a dog unattended. If you are leaving for the day and don't want to take the dog with you, you must put it in a local kennel or find alternative solutions to leaving the dog alone at our property. You must clean the home to the same level it was when you arrived; meaning pet hairs should not be visible. Any complaints from neighbors regarding excessive noise or other nuisances may be cause for immediate termination of the lease and forfeiture of the tenant's entire security deposit.
- 3. SMOKING:** name of property is a non-smoking property. If you choose to smoke, please do so outside and remove all associated waste.
- 4. SECURITY DEPOSIT:** The security deposit is \$300 for a vacation rental and \$600 for any stay longer than 7 days. The security deposit is due **WITHIN 7 DAYS** of making your reservation. This includes Pet Deposits if applicable. **FAILURE TO RECEIVE YOUR MONIES WITHIN THE 7 DAY PERIOD MAY RESULT IN CANCELLATION OF YOUR RESERVATION.** Your security deposit is fully refundable within 14 days of termination of occupancy provided that real and personal property are in the same condition as when occupancy commenced and all terms of this agreement are met. Tenant is liable for all replacements and repairs that are outside what is considered normal wear and tear.
- 5. VACATION RENTAL INSURANCE:** This is an optional coverage that protects you in the event that you are unable to fulfill your rental obligation for the time period you selected. For 12% of the Total Rent, notice of cancellation **MUST BE IN WRITING AND RECEIVED** within 2 days prior to your check in date rather than 60 days as described in the cancellation policy – Section 7. If you choose this coverage and cancel your reservation with less than 2 days notice, the Cancellation policy as described in Section 7 applies. Vacation Rental Insurance **ONLY** covers prepaid rent, security deposit and cleaning fee for the property.

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6a. PAYMENT SCHEDULE IF YOUR BOOKING IS LESS THAN 90 DAYS FROM TODAY:

\$ _____ Total Rent Quoted
\$ _____ Security Deposit (\$300 or \$600)
\$ _____ Cleaning fee (\$50)
\$ _____ Vacation Rental Insurance (optional)
\$ _____ **Grand Total (Due within SEVEN days of booking)**

6b. PAYMENT SCHEDULE IF YOUR ARRIVAL IS GREATER THAN 60 DAYS FROM TODAY:

\$ _____ 50% of Rent Quoted
\$ _____ Security Deposit (\$300 or \$600)
\$ _____ Vacation Rental Insurance (optional)
\$ _____ **Total Due with Reservation**

\$ _____ Cleaning fee (\$50)
\$ _____ 50% of Rent Quoted
\$ _____ **Total due within SEVEN days of stay**

7. CANCELLATION: Should you wish to cancel this reservation, notice of cancellation MUST BE IN WRITING AND RECEIVED MORE THAN 60 DAYS PRIOR TO YOUR CHECK IN DATE. We will refund the sums you have paid. If your notice of cancellation is RECEIVED LESS THAN 60 DAYS PRIOR TO YOUR CHECK IN DATE, you will forfeit all sums paid, except your security deposit, pet deposit and cleaning deposit, unless we are able to re-rent the property to someone else, at the same rate, for the same period. If you have selected Vacation Rental Insurance see Section 5 above for amendments to this section.

8. CHECK IN: Check in time is 3:00 PM. EARLY CHECK IN TIMES ARE ALLOWED ONLY WHEN THE PROPERTY IS CLEANED AND READY FOR OCCUPANCY AND PRIOR APPROVAL IS REQUIRED. Keys will be ready for pick up at property location. Keys WILL NOT be issued with a balance owing or without a signed rental agreement in the owners, or owner's representatives, possession.

9. CHECK OUT: Check out time is 11:00 AM. Please leave all keys at the location.

10. CLEANING: Each property will be inspected, sanitized and cleaned after your departure. The cleaning fee you have paid will provide for two hours of normal cleaning so that you can enjoy your vacation up to the last moment. YOU ARE REQUIRED to leave the property in the same general condition that you received it by making sure, dishes are done and put away, and the home is generally picked up and ready to be vacuumed, dusted and sanitized. If additional cleaning is required, appropriate charges will be deducted from your security deposit at the rate of \$25 per hour.

11. TELEPHONES: Although we cannot guarantee cellular phone coverage, most cell phones get good coverage at the property. There IS NO telephone service other than your cell phone.

12. WHAT WE SUPPLY: The property is equipped and set up as a fully furnished property that will include bedspreads, linens, blankets, pillows, towels, as well as a fully equipped kitchen. THERE WILL BE EXTRA CHARGES TO YOUR SECURITY DEPOSIT FOR REPLACING THESE ITEMS IF FOUND TO BE NECESSARY.

13. WHAT YOU SHOULD BRING: Plan on packing your personal toiletry items. Since we provide only a limited supply of toilet paper, paper towels, and other dispensable items to get you started on your first day of vacation, you should plan on making a trip to the grocery store to replenish these items as you need them.

14. TENANTS LIABILITY: Tenant agrees to accept liability for any damages caused to the property (other than normal wear and tear) by Tenant or Tenant's guests, including, but not limited to, landscaping, furnishings, misuse of appliances and/or equipment furnished. If damages are in excess of the security deposit being held, Tenant agrees to reimburse name of property. for costs incurred to repair/replace damaged items.

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15. SLEEPING CAPACITY/DISTURBANCES: Tenants and all other occupants will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following: A.) Occupancy exceeding the sleeping capacity stated on the reservation confirmation. B.) Using the premises for any illegal activity including, but not limited to, the possession, serving or consumption of alcoholic beverages by or to persons less than 21 years of age. C.) Causing damage to the premises rented or to any of the neighboring properties. D.) Any other acts which interfere with neighbors' right to quiet enjoyment of their property, E.) Violation of the 9:00 P.M. Noise Ordinance.
16. HOLD HARMLESS: Owners of Three Arch Cape do not assume any liability for loss, damage or injury to persons or their personal property. Neither do we accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, gas, electricity or plumbing. Nor will owners accept liability for any loss or damage caused by weather conditions, natural disasters, acts of God, or other reasons beyond its control.
17. PATIO: Tenant hereby acknowledges that the deck/patio can be slippery when wet, and that injury is likely to occur to anyone who is not careful. Tenants should observe and adhere to all rules and policies as posted at the property. With full knowledge of the above facts and warnings, the undersigned accepts and assumes all risks involved in or related to the use of the and patio and outdoors areas.
18. CLIFFS: Tenant hereby acknowledges that the cliff alongside, in front of, and in back of the house is dangerous. Furthermore, due to the fact that this is an erosion area, Tenant hereby acknowledges that under no circumstances are you permitted to walk, climb or sit along the cliff face. With full knowledge of the above facts and warnings, the undersigned accepts and assumes all risks involved in or related to walking climbing or sitting on the cliff.
19. ADDITIONAL TERMS AND CONDITIONS: The undersigned, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Owner from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result of, or in connection with the occupancy of the premises and agrees to hold Owner free and harmless of any claim or suit arising therefrom. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs.
20. MISCELLANEOUS: The front yard area is a large garden full of beautiful plants, and not grassy. The driveway and entryway can become dirty. Most of the house is carpeted. Due to these facts, we ask all of our guests to please remove their shoes when they enter the house and to wear provided slippers, or their own. There are numerous sizes of comfortable slippers that are provided making it unnecessary for you to bring your own. This helps keep everything clean, and keeps you comfortable during your stay. Please do not wear provided slippers outside. They have fabric soles that absorb dirt and water readily.

Please complete the payment section on the following page

PAYMENT

Payment is accepted by check only.

Checks should be made payable to Landon Marsh, and keys will not be issued until the check has successfully cleared the bank. If check is returned for NSF there will be a \$50 service charge.

AUTHORIZATION

This signed agreement, along with your payment by check should be mailed to name of property at the address found on page one of this agreement. PLEASE REMEMBER THAT YOU ARE RENTING A PRIVATE HOME. PLEASE TREAT IT WITH THE SAME RESPECT YOU WOULD LIKE SHOWN TO YOUR OWN HOME.

TENANT SIGNATURE _____ DATE _____

Tenant Permanent address: _____

Home phone: (_____) _____ cell: (_____) _____