** OLD APPLE TREES GUEST HOUSE**

 **TERMS, CONDITIONS, and
 LEASE AGREEMENT**

It is our goal to provide comfortable, high quality lodging to make your visit to Old Apple Trees memorable. We are committed to high standards and policies that will maintain its beauty and integrity for all guests. Old Apple Trees is designed to offer a peaceful, in-city, adult haven. It is not conducive to large parties, nor equipped for mobile infants, romping toddlers or young children, although we can try to accommodate depending on the circumstances. Please read the policies in this agreement thoroughly and ask questions if you need clarification.

RESERVATIONS – Reservations are required. Old Apple Trees property is reserved for guests only; no unregistered visitors are allowed without specific, written approval. (see also Occupant Policy, below)

LEASE AGREEMENT AND LODGING DEPOSIT – Once your reservation request has been approved you must execute this LEASE AGREEMENT in order to finalize your reservation. A deposit of 50% or three nights’ payment (whichever is less), not including taxes or fees, by check or credit card is required to guarantee reservation. We will forward you a preliminary invoice for this purpose. If paying by check, deposit should be received within 5 days of reservation request or room will revert to available status. Please make checks out to: Amuse Bouche, LLC.

If the deposit is not received as required, your booking will be taken off the calendar, the cancellation policy will take effect, and your dates may be given to someone else. Additionally, a lack of cancellation request will confirm that you are in agreement with these policies and understand that violation of these policies could make you financially responsible and/or liable for damages.

PAYMENT IN FULL & REFUNDABLE SECURITY DEPOSIT – Full payment is due upon arrival. Once a guest has checked in, he or she is responsible for paying for the entire stay. If a guest decides to check out early, no refund, full or in part, will be given. All taxes, cleaning charges and a $200.00 refundable security deposit must be paid along with the balance due. The security deposit will be refunded within 15-days of your departure if no damage to the property is found after your visit.

TAXES AND FEES – All reservations will be subject to a one-time cleaning charge and local and State taxes (currently 9.6%). Taxes are included in your final payment amount.

CANCELLATIONS and CHANGES WITHIN 60 DAYS – We understand that sometimes it is necessary to change or cancel a reservation. If you choose to cancel:

* 60 days or more prior to your arrival, a full refund of monies paid will be provided less a $35 fee
* 30-59 days prior to your arrival, a 50% refund of monies paid, less a $35 fee
* If you cancel within 30 days of your arrival date you will forfeit your deposit

Cancellations or reservation changes must be made in writing (email is fine). The guest is responsible for verifying that the Old Apple Trees Rental Agents (Susan and Bob Neel, hosts, or as otherwise designated) have received their cancellation letter. Once your reservation is confirmed, any cancellations or changes of dates within 60 days of your arrival date will invoke this policy.

If a cancellation is successfully re-rented, all of the rent, taxes and damage/security deposit will be refunded, less a $100 cancellation fee or $25 fee for any reservation date changes provided number of days booked are same. If you are concerned about losing your deposit, consider travel insurance; it often runs 2-5% of the cost of your trip. There are many companies that offer this insurance.

RETURNED CHECKS - Any check returned for "insufficient funds" or "stopped payment" will not be resubmitted. We will contact you immediately and require a verified form of payment to be received within 5-days. A fee of $35 will be charged for any returned check.

PETS – Dogs, cats or other pets are not permitted - NO EXCEPTIONS. Any violation of this policy is cause for immediate termination of tenancy with no refund and full and immediate liability for any additional cleaning necessary and all damages incurred by said animal(s).

SMOKING – Positively NO SMOKING is permitted inside the house. You are welcome to smoke on the front porch or rear decks, but please deposit any completely extinguished cigarette butts in the outdoor ash trays or trash receptacles. If we find that there has been smoking inside the house a cleaning and air quality fee of $500 will be charged to the departing guest, plus any other costs that may occur to clean up the smoke damage in the home. Cigarette or cigar butts, if any, must not be deposited inside the house.

REFUNDS – Your reservation and signed OLD APPLE TREES GUEST HOUSE LEASE AGREEMENT bind you to Old Apple Trees for a specific period of time. There should be no expectation of refunds because you are disappointed with the property you have rented or because something unessential associated with the property is not working to your satisfaction. We will make every effort to correct any problems that arise during your stay in a timely manner. However, there will be no refunds for mechanical failure of nonessential items such as the hot tub, television, DVD player, Wi-Fi, computer, printer, air conditioning, washers/dryers, or dishwasher. If there is a significant problem, notify us immediately and we will try to rectify the situation in a timely manner. If the internet goes down, we can only attempt to get that back on-line during the business hours of our internet provider.

MAXIMUM GUEST LIMIT AND OCCUPANT POLICY – Old Apple Trees is limited to six (6) people; any additional may be allowed, subject to the approval of the hosts, for an additional fee. This limit does not include non-mobile infants of one year or younger. If occupancy exceeds that represented on the reservation at any time, immediate eviction will occur without refund. The person signing this agreement must be at least 24 years of age and an occupant of the property all nights reserved unless otherwise agreed in writing by the hosts. Old Apple Trees may have an additional maximum of 6 non-registered guests between the hours of 9:00AM and 11:00 PM. Exceptions may be granted upon request.

DAMAGE/ACCIDENTS TO PROPERTY – Guest/Leaseholder agrees to notify the Rental Agent/hosts as to any damages or accidents that occur at Old Apple Trees during your rental period. If you have a spill or other incident that could cause staining of the carpets, furniture or bed linens, read the instructions in the guest book for how to proceed. All damages up to $1500 shall be the responsibility of the guest/renter unless said damage was a result of misconduct or violation of the terms of this agreement and/or the policies and instructions listed in the Old Apple Trees Guest Cottage Guide Book at which point all damages would be the responsibility of the Guest/Leaseholder. ALL DAMAGES MUST BE REPORTED PRIOR TO CHECK-OUT.

PARKING – Old Apple Trees guests are limited to two automobiles. Please do not exceed the maximum number of cars allowed for this property. Motor homes, large trailers or commercial vehicles cannot be accommodated and are not permitted on Seattle streets. As a courtesy to our neighbors, we ask that you attempt to park directly in front of, and on the same side of the street as the property. Seattle allows cars to park heading either direction.

CHECK-IN PROCEDURES – Check-in for Old Apple Trees is between the hours of 4:00 pm and 8:00 pm. We will do our best to have it ready for you by 4:00 pm. Earlier check-in may be available by prior arrangement and approval of the hosts. We strongly encourage you to arrive during daylight hours, or absolutely before 8:00 pm so that we can give you a quick tour of your accommodation. Arrivals after 10 PM are strongly discouraged and require prior arrangement.

NOISE POLICY – The Guest House is located in a peaceful community and we intend to maintain that environment. Noise that can be heard from any other property must cease during the following hours:

* Friday and Saturday from 10:00 pm to 8:00 am
* Sunday through Thursday from 9:00 pm to 8:00 am

Please remember that outside voices do carry. If you are planning a loud party, we recommend you find a more secluded location.

USE OF THE SPA (“HOT TUB”) – Upon check-in you will be asked to sign a Participation Agreement, Waiver and Release for the use of the spa. A copy will be sent to you prior to your visit. The primary Guest/Leaseholder will act on behalf of, and assume all responsibility for each of the guests in his or her party. Any children under the age of 12 must be supervised by an adult at all times when they are in the hot tub. NO EXCEPTIONS.

WHAT WE PROVIDE – Old Apple Trees is equipped with a fully equipped kitchen and all appliances, networked printer, Wi-Fi, Over-the-Air TV, Amazon and Netflix streaming services, hair dryers, coffee makers with various coffees and teas, toaster, blender, food processor, pots and pans, rice cooker, sparp cutlery, dishes, cooking utensils, flatware, glasses, outdoor propane grill, and laundry facilities. If you are in need of special items such as specialty pots and pans, garlic press, ice cream maker and so on, ask if we have that available.

In addition to what is noted above, we also provide:

* High quality bed linens and towels for each guest; your beds will be made prior to your arrival. Fresh linens are available in the hallway closet. Extra blankets and throws are in each room.
* Spa style terry robes for 6 guests
* Paper towels, napkins, toilet paper and some bath amenities and necessities (ask if you need something else)
* Dishwasher detergent and other kitchen cleaning supplies
* A small selection of kitchen essentials: spices, condiments, etc. Anything in the kitchen and refrigerator is for the guests’ use and consumption.
* Trash bags for kitchen trash can; compost bags for kitchen bin
* Laundry detergent & other laundry supplies
* A small selection of DVD movies, books, some CDs and games
* Basic beach towels for the Spa – please do not use bathroom towels outside
* High-density memory gel foam (sleeps cool) queen beds with hypo-allergenic pillows.
* Vacuum, mop, and other cleaning supplies if desired.

Daily maid service is not provided; if this is critically important to you, inquire as to the possibility of paying an extra charge for the service.

No towels, linens, utensils, or other personal property are permitted to be removed from the premises. Please DO NOT wash the towels or linens. Your hosts will happily take care of that for you if needed.

There is no telephone at Old Apple Trees. Cell phone reception is readily available at the house. If you cannot call long distance and need to, ask the hosts to use their phone.

TRASH – Please use trash, compost and recycle receptacles and make an attempt to follow the City of Seattle waste disposal guidelines listed inside the kitchen cabinet (and in the Guide Book) for their use. When full, empty trash, compost and recycles into their respective bins located in the alley. Please re-lock the alley gate when finished.

CHECK-OUT PROCEDURES – Check out is before 11:00 am on your day of departure. Please be courteous of the incoming guests and cleaning staff by vacating prior to 11:00 am. Check-out time cannot be extended when the house is rented back-to-back (mostly during peak season). Unless agreed otherwise, guests not checked out in time could be charged an additional $50 per hour until check-out is complete. When leaving the house, follow the Check-Out Procedures Checklist in the Old Apple Trees Guide Book. Keys must be returned to the Rental Agent/hosts prior to leaving, or if pre-arranged, left on the kitchen counter with the property locked up.

OTHER POLICIES – The Old Apple Trees Guest House is not responsible for errors or omissions on the website or any other form of advertising. Please confirm important details prior to making your reservation or immediately thereafter.

We welcome all responsible guests regardless of their race, religion, ethnic origin, marital status, sexual orientation, gender identity, or gender expression. We encourage our guests to be comfortable and be themselves here. There will be no covert or overt effort to impose any personal religious, political, or social convictions on any of our guests or create an environment where personal convictions may feel unwelcome. We are grateful for and honor all those we are privileged to host, and ask that all our guests show respect and courtesy to our neighbors.

LEASE AGREEMENT CONFIRMATION:

By signing and returning this agreement, you are acknowledging that you understand and accept these terms of the booking process and conditions of stay. You further agree to secure and be financially responsible for the rental of the Old Apple Trees Guest House for the dates and for the rates and fees indicated in the attached **Amuse Bouche, LLC, Invoice No.** , **dated** .

**Guest/Leaseholder**

Signature Date

Printed name in full

Mailing address Primary phone

City, State, Zip or foreign country & codes, etc. Alternate phone (optional)

Amuse Bouche, LLC d.b.a. Old Apple Trees Guest House
Susan and Bob Neel, hosts and proprietors 206.660.3936 or 206.932.6543
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