

Vacation Property Rental Agreement for Cavalier Condo 39

This Vacation Property Rental Agreement is for the property located at: 325 NW Lancer St. Gleneden Beach, OR 97367 (Property or unit). This Agreement is between: John and Tricia Duty ("Owner," "we," or "us"), and the person who is the responsible renter of Cavalier 39 (collectively "Renter" or "you" "vacationer").

Please read this agreement in its entirety. Please keep a record of this agreement for yourself.

- A. Responsible renter shall be 25 years old and provide a valid credit card.
- B. Cavalier 39 shall not be used at any time by more than the number of adults and children as per your reservation
- C. Cancellation Policy: Cancellations 31 days prior to the reservation will be fully refundable except for a \$35 administrative fee.
- D. Either party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond the reasonable control of a party, materially affects the performance of any of its obligations under this agreement, and could not reasonably have been foreseen or provided against.
- E. All guests under 21 years of age must be accompanied by a parent or legal guardian unless prior written authorization is received from the Owner.
- F. Renter is liable for any damage to the Property and agrees to accept charges to the card on file should damage occur during occupancy.
- G. Pets are not permitted in the unit or on the Cavalier Property. Unit owner may bring pets so you may see them on the grounds.
- H. No smoking is permitted on the premises (including porches, decks or outdoor areas) at any time. The use of cannabis (marijuana) on Cavalier Property is not allowed. Guest who violate this policy will be subject to a \$250 fine.
- I. All guests are asked to observe quiet hours between 10pm and 8am. Thanks for being a good neighbor to the full-time residents that may live nearby!
- J. Do not use the fireplace on the day of your departure.
- K. Lock the door when you are not in the unit.
- L. Contact us with any immediate issues with your stay at 503-998-2313.

CHECK-IN/CHECK-OUT: **4 PM AND 11 AM**

- Check-in time is 4 PM on the day your scheduled reservation begins. No early check-ins without prior consent of Owner.
- Check-out time is 11 AM on the day your scheduled reservation ends. Any delay in check-out, without prior consent of Owner shall result in Vacationers being charged additional monies.

QUIET ENJOYMENT: Vacationers shall be entitled to the quiet enjoyment of the rental unit. **Noise audible outside Cavalier 39 is prohibited between 10 p.m. and 8 a.m.** You and other Occupants agree to conduct yourselves throughout your stay in a manner that is respectful of and not disruptive to neighbors, traffic flow, or the community and that will not prompt complaints to the Owner from police, neighbors, or neighborhood or homeowner associations. Any disturbance resulting in police action, neighborhood complaints or any violation of the rules and regulations is considered sufficient cause for immediate termination of your stay with all monies paid forfeited.

PARKING: Cavalier 39 has one covered designated parking spot. One other vehicle may be parked in the open parking area. You and other Occupants agree to abide by all applicable parking restrictions and limitations.

USE OF GRILLS. Grilling is not permitted in the unit or the balcony or deck. There is a covered gas grill provided in the center of the complex for your use when it's available.

FIREPLACE: Cavalier 39 has a woodburning fireplace. Do not overload the fireplace. Ensure all wood, paper and fire is well within the fireplace when in use and ensure the damper is open and the screen is fully closed. We will provide one bundle of firewood upon your arrival. Additional firewood will be available through the office on site for a small fee. It is essential that you **Do not use the fireplace on the day of your departure and do not clean it** – due to safety issues.

KEY POLICY. Please return all keys to where you found them (the hook inside the door or the lock box). A fee will be charged to Vacationers for failure to return any and all Property related keys.

CLEANING. Property should be left in the same condition as originally found-see notes below. Any undue or unreasonable cleaning necessary as a result of the vacationer's stay will result in an additional cleaning fee.

- Please do not leave any dishes out.
- Please run the dishwasher before you go.
- Please start a load of towels in the washing machine.
- Do not strip the beds of linens as our housekeeper shall arrive shortly after your visit.
- Please remove your trash and any food or belongings.
- Please do not use the fireplace on the day of your departure and do not clean it.
- Other cleaning details will be posted in the unit if necessary.

CRIMINAL ACTIVITY. Use of Cavalier 39 for any criminal activity is prohibited including to the use of the Internet service.

CONSEQUENCES OF BREACH. You are responsible for, and you authorize us to bill your credit card on file for the full amount of, (1) any damage or loss that occurs as the Property during your stay; (2) a fee for violation of the pet policy; (3) a fee for additional cleaning necessary; (4) a fee for violations of any guest policies above; (5) any fines issued by policy, other government officials or agencies, utility providers, and/or homeowner associations.

HOLD HARMLESS Owner attempts to properly maintain the vacation rental. The vacationer agrees to immediately notify the owner of any maintenance problem, so that the situation can be remedied as soon as possible. Owner is not responsible for any inconveniences that may occur for which he has no control. This includes, but is not limited to: power outages, adverse weather conditions, mandatory evacuation, construction, mechanical failure such as pool, saunas, grilles, television, etc. No refunds will be given for occurrences beyond the owner's control. Owner shall not be held liable for any injuries that may occur to Vacationers or their guests as a result of the acts of said Vacationers and guests. Owner is not responsible for any theft or damage to vacationer's belongings during their stay at the vacation rental. Upon written or electronic endorsement, vacationers agree that they have read and understood this agreement. The vacationer accepts all terms, conditions, and restrictions without exception.

A breach of any of the above terms may result in a forfeiture of your rights regarding this rental property, including eviction from the premises without refund.

LIMITATION OF LIABILITY. To the maximum extent permitted by law, in no case shall the owner, nor its officers or owners be liable for any indirect, incidental, consequential, special or exemplary damages, or for any damages for death, personal or bodily injury, emotional distress, or damage to property, arising out of or in connection with your stay at Cavalier 39.

This limitation applies to all claims for damages whether based on a theory of warranty, contract, tort (including ordinary negligence), strict liability, or otherwise, even if the owner has been advised of the possibility of such damage and even if the limited remedy set forth herein is found to have failed of its essential purpose.

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