

SHORT TERM RENTAL AGREEMENT

This Short Term Rental Agreement (the “*Agreement*”) is made by and between Mo Baradar (“*Homeowner*”) and ” *Guest*”) as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree by signing the contract electronically indicates acceptance of the conditions of the agreement as follows:

1. Property. The property is located at: 89861 Surf Pines Landing Drive, Warrenton, OR, 97146

The property is furnished and please reviews the amenities under my web site at,

<https://GearhartLakefrontVacationRental.com>

<https://www.homeaway.com/vacation-rental/p906058>

2. Rental Party: The rental party shall consist of Guest and the following persons:
3. Maximum Occupancy: The maximum number of guests is limited to 14 persons. Any an authorize guests visiting the property and exceeding maximum occupancy will result to loss of full security deposit.
4. Term of the Lease. The lease begins at 4:00 p.m. on (the “*Check-in Date*”) and ends at 11 a.m. on (the “*Checkout Date*”).
5. Minimum Stay: This property requires a 3 night minimum stay. Longer minimum stays may be required during peak seasons.
6. Rental Rules: Guest agrees to abide by the **Rental Rules** attached as **Exhibit A** at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the following rules at all times while at the property.

7. Access: Guest shall allow Homeowner access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner..

8. Rental Rate and Fees

Deposit: A deposit of \$400.00 at the time of check-in
The deposit is for security and shall be refunded within 7 days of the Checkout Date provided no deductions are made due to:

- i: damage to the property or furnishings;
- ii: dirt or other mess requiring excessive cleaning; or
- iii: Any other cost incurred by Homeowner due to Guest's stay.

If the premises appear dirty or damaged upon Check-in, Guest shall inform Homeowner immediately.

b: Rental Rate. Payment in full of the following fees shall be due within 90 days of the Check-in Date:

9. Cancellation Policy: If Guest wishes to cancel his/her reservation, the **deposit** will be refunded as follows:

There is a minimum \$50 cancellation charge incurred on any cancelled reservation. If cancellation is less than 90 days prior to arrival, the rent and taxes are forfeited, but the deposits and cleaning fees are refundable. If we are able to re-rent all or any portion of the Guests forfeited rent reservation, we will refund the Guests proportionate rent, less a \$100 processing fee. The minimum \$50 cancellation fee is waived in the event the Guest incurs rent forfeiture, or a deposit and fee forfeiture. In other words, the minimum \$50 cancellation fee is NOT in addition to any other cancellation fee, but is a minimum fee. Should you desire not to rent the accommodations after your arrival for your entire reservation period, or any portion thereof, there will be no refund, no exceptions, unless under the above cancellation policy, we can re-rent a portion thereof, then the appropriate rent/tax refund would be available as stated above.

10. Insurance: We encourage all renters to purchase traveler insurance.

11. Payment: Acceptable payment method is credit card.

The parties agree to the terms of this Short Term Rental Agreement by securing the rental with a credit card and as evidenced by the Electronic Signature accepting terms and conditions of the rental.

Exhibit A

RENTAL RULES

1. Smoking is NOT allowed inside the house and Smoking is allowed only outside on the deck or the back yard of the property.
2. People other than those in the Guest party set forth above may not stay overnight in the property and no more than 5 parked cars allowed on the premises for duration of the rental. Any other person on the property is the sole responsibility of Guest.
3. The unit is privately owned; the owner is not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowner is not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises including all the water sports on the lake, or others whom they invite to use the premise.
- 4.
5. Keep the property and all furnishings in good order Only use appliances for their intended uses
6. Pets are NOT allowed.
7. Parking: PARKING – Parking is limited to 5 vehicles on the rental agreement only. Vehicles are to be parked in designated parking areas only. Parking on the road is not permitted. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.
8. Housekeeping: There is no daily housekeeping service. While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. We suggest you bring beach towels. We do not permit towels or linens to be taken from the house.
9. Sauna: [No children under the age of 16 permitted in the Sauna at any time] [without adult supervision]. When using the Sauna, remember there is a certain health risk associated with this facility. Use at your own risk. Our

housekeepers sanitize the room after each use. (DO NOT TOUCH THE HEATHER WHILE IN USE, OWNER WILL NOT BE RESPONSIBLE FOR ANY PERSONAL INJURY OR BURN).

10. Fireplace: The fireplace is a non-vented gas log fired firebox. Please do not throw any paper or other combustible materials in the fireplace.

10. Water and Septic: The property is on city water and septic systems. The septic system is very effective; however, it will clog up if improper material is flushed. DO NOT FLUSH anything other than toilet paper. No feminine products should be flushed at anytime. If it is found that feminine products have been flushed and clog the septic system, you could be charged damages of up to the repair cost.

11: Storms: If there is a storm, hurricane, or loss of power, no refunds will be given.

12: Firepit Usage: Always check at the front gate and find out if its permitted to light a fire. If the use of a camp fire is permitted during summer, it must be distinguished by no later than 10:00 PM. Please use the hose next to the firepit to make sure the fire is out. The homeowner is responsible for the firepit permit.

RENTAL POLICIES:

ARRIVAL AND DEPARTURE TIMES:

Check in time is at 4:00 pm and check out time is 11:00 am. Guest agrees to depart on time and acknowledges a late check-out fee of \$25 will be charged if you depart later than 11:00 am, and \$50 for every hour after until you have vacated. In the off-season, special arrangements for late check outs free of charge must be made in advance

CONDITION AND USE OF PREMISES:

Guests agrees to:

1) Treat your accommodations in a reasonable manner and return the property in same condition as received, ordinary wear and tear excepted and to assume all liability for, and to hold Owner/Agent harmless from all damages to any property or any injury to any person in, or about the premises, and all costs, including attorney

fees in the defense thereof, caused by the negligence or willful acts/and or illegal acts of Guest or Guest's visitors.

2) Maintain the premise in a clean and sanitary condition during their stay and to keep doors locked at all times when not in the property

3) Be responsible for any damage to, or theft of, owner's property or equipment, and acknowledge that charges will be charged at replacement cost. Damages not only cost you money, but inconveniences future guests.

4) Acknowledge that this is a coastal property and the Guest assumes all risk of danger from the surf, wild life such as elk, deer, rolling logs, beach debris, storm, winds and the like, which the Guest may encounter while using the recreational facilities on the North Oregon Coast.

5) Not violate any City ordinance or State law in or about the premises including the occupancy, noise, and parking restrictions. Follow the Clatsop County vacation rental "Good Neighbor Rules" (which essentially state that guests shall be considerate of residents living around them and to treat your neighbors the way you would like to be treated if you lived next door), including the noise ordinance which states no loud talking or noise before 7:00 am and after 10:00 pm.

https://www.co.clatsop.or.us/sites/default/files/fileattachments/county_government/page/10493/ordinance_18-01_final.pdf

6) There are 12 beach towels to use at the beach or at the lake. Bath towels and bed blankets need to stay in the home.

7) Report any malfunctions. Every effort is made to ensure that everything is in working order prior to your arrival. However, as in any home, things do break or become inoperable without notice, even though sometimes, they are new. We will make every reasonable attempt to restore/repair/replace the problem during your stay. Please keep in mind that for nights and weekends, it may be more difficult as these are individually owned homes (not a hotel with 24 hour staff on premises). Please advise the property owner if anything is out of order or broken upon arrival, not at departure, or later.

PAYMENTS/DEPOSITS & REFUNDS:

1) Deposit and cleaning fee are due with a credit card or check at the time of booking. The balance is due 90 days prior to arrival.

- 2) The refundable portion of your deposit will be refunded within 7 days of your departure providing you leave the property in good condition and follow the checkout procedures:

CHECK OUT PROCEDURES:

Load and run the dishwasher and put away the dishes. Put furniture back in its proper place. Please put all the water toys back in its place. Start laundry and keep in process. Do NOT make any beds. We expect to find some laundry done, some in the washer/dryer, and we will pick up where you left off. You will only be charged for extra cleaning time if laundry keeps housekeepers in excess of their standard cleaning time, so please don't leave a mountain of laundry, or a pile of dirty dishes. Excess laundry or dirty dishes could incur extra housekeeping fees and inconvenience the next Guests. Return all keys checked out. You are responsible for your own personal property and we encourage you to take an additional minute during check out to make sure you have retrieved all your personal belongings.