

## GEARHART SHORT-TERM VACATION RENTAL AGREEMENT

This Short-Term Vacation Rental Agreement (the “*Agreement*”) is made by and between Mo Baradar (“Property Mgr./*Landlord*”) and “*Guests/Tenants*” as of the date last set forth on the electronic or mail copy signature page of this Agreement.

Property: The property is located at: 89861 Surf Pines Landing Drive, Warrenton, OR, 97146. The property is fully furnished, and the amenities can be viewed under the following links.

<https://GearhartLakefrontVacationRental.com>

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

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. For good and valuable consideration, the parties hereby agree by signing the contract electronically indicates acceptance of the conditions

### Exhibit A

#### RENTAL POLICIES: CONDITION AND USE OF PREMISES

- 1) Check in time is at 4:00 pm and check out time is 11:00 am.
- 2) Treat your accommodations in a reasonable manner and return the property in the 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.
- 3) Maintain the premises in a clean and sanitary condition during your stay and to keep doors locked at all times when not in the property.
- 4) 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 also inconveniences future guests.
- 5) Acknowledge that this is a coastal property and the Guest assumes all risk of danger from the surf, wildlife such as elk, deer, rolling logs, beach debris, storms, winds and the lake, which the Guest may encounter while using the recreational facilities on the North Oregon Coast.

6) Not to violate any City ordinance or State law in or about the premises including the occupancy, noise, and parking restrictions.

7) Falsified Reservations: Any reservation obtained under false pretenses will be subject to forfeiture of all payments and deposits and access to the property will be denied. If the Guests/Tenants are already occupying the home, everyone will be evicted.

8) Maximum Occupancy: The maximum number of guests is limited to 14 persons.

9) Smoking: Smoking is not allowed inside the home.

10) Pets: No animals or pets of any kind will be brought onto the premises.

11) Essentials Landlord shall provide the following to the Tenant: Towels, linens, cups, knives, forks, spoons, dishes, appliances small & large, coffee maker and much more.

12) Parking: There are 5 parking spots available on the property and no parking allowed on the main road.

13) Base Rent: Depending on the website where a reservation is made, rates are priced from a minimum of 6 guests/Tenants and up to 14 persons. Paid guests/Tenants are the ones only allowed to stay overnight at the property.

14. Subletting: The Tenant shall not invite extra guests to stay at the property without written consent of the landlord. The occupancy shall not exceed the limit at any time under vacation rental ordinance in Clatsop County.

15. Quiet Enjoyment: The Tenants shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. The Tenants shall not create noise or disturbances likely to disturb or annoy the surrounding property owners. Creating a disturbance of the above nature shall be grounds for immediate termination of this agreement and Tenants shall then immediately vacate the premises. Quiet hours in the gated community are from 10 PM to 7 AM where outdoor noise should be kept to a minimum.

16) Landlord's Liability: The Tenants and Tenants' Guests shall hereby indemnify and hold harmless the Landlord against any and all claims of personal injury or property damage or loss arising from the use of the premises regardless of the nature of the accident, injury or loss. Tenants expressly recognize that any insurance for property damage or loss which the Landlord may maintain on the property does not cover the personal property of Tenants, and that Tenants should purchase their own insurance for Tenants and Guests if such coverage is desired.

17) Security Deposit: Rental Security Deposit is fully refundable and due in 7 business days after the rental period unless our checkout procedures were not followed, or damages are reported after checkout.

18) Trash: The Tenants shall dispose of all waste material generated during the rental period in the following area: Outside Trash & Recycle bins

19) Firearms: Only legally owned and permitted firearms shall be allowed on the premises according to State of Oregon and local laws.

20) Fireworks: Tenant agrees that Fireworks and other hazardous materials shall not be used in or around the property.

21) Fire Alarms: Tenant must notify the Landlord without delay if a fire alarm “chirps” or has a low battery condition.

22) Possessions: Valuable items left behind by tenant will be held for the tenant and every reasonable effort will be made to contact the tenant for return. If items are not claimed for longer than 6 months, they shall become the property of the Landlord. The Landlord shall not be held liable for condition of said items.

23) Cable TV: Cable TV is provided, and service level has been chosen by the Landlord. No refund of rents shall be given for outages, content, lack of content, or personal preferences regarding cable TV service.

24) Internet: High speed wireless internet is provided as a convenience only and is not integral to the agreement. No refund of rents shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences with regard to internet service.

25) Shortened Stays and Conditions: There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions.

26) 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 stay at the house. (DO NOT TOUCH THE HEATHER WHILE IN USE, OWNER WILL NOT BE RESPONSIBLE FOR ANY PERSONAL INJURY OR BURN).

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

28) 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 any time. 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.

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

30) Fire Pit Usage: Always check at the front gate and find out if it is permitted to light a fire. If the use of a campfire 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 fire pit permit.

31) Guests are provided with one set of clean linens for each bed during their stay. Please do not replace linens or use additional ones during your stay as this will require extra time and cleaning. We have to pass on the extra cleaning fees to you after the checkout.

32) Use of Property: Tenants expressly acknowledge and agree that this Agreement is for transient occupancy of the Property, and that Tenants do not intend to make the property a residence or household.

33) Maintenance and Repairs: The Tenants shall maintain the premises in a good, clean, and ready to rent condition, and use the premises only in a careful and lawful manner. The tenants shall leave the premises in a ready to rent condition at the expiration of the rental agreement, defined by the Landlord as being immediately habitable by the next tenants. Tenants shall pay for maintenance and repairs should the premises be left in a lesser condition. The tenants agree that the Landlord shall deduct costs of said services from the security deposit prior to refund if tenants cause damage to the premises or its furnishings.

34) Illegal Use: Tenant shall use the property for legal purposes only and other use, such as but not limited to, illegal drug use, abuse of any person, harboring fugitives, etc. shall cause termination of this agreement with no refund of rents or deposits.

35) Termination: The Landlord has the right to inspect the premises with prior notice as stated with the applicable State laws. Should the Tenant violates any of the terms of this agreement, the rental period shall be terminated immediately in accordance with Clatsop county & Oregon State law. The Tenants waive all rights to process if they fail to vacate the premises upon termination of the rental period. The Tenants shall vacate the premises at the expiration time and date of this agreement.

36) Attorney's Fees: Tenants agree to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by Landlord.

37) Governing Law: This agreement is governed under the laws of the State of Oregon. Disputes shall be filed in the city of Hillsboro Municipal Court in Washington County.

### **CHECK OUT PROCEDURES:**

Guest agrees to depart on time and acknowledges a late check-out fee of \$50 will be charged if you depart at 11:00 am, and \$75 for every half hour until you have vacated. In the off-season, special arrangements can be made for early check-in or late check outs if the property is available at no extra charge.

If there are questions about our checkout policies and procedures, please contact us by text or email before leaving the property.

- 1) Load and run the dishwasher and put away the dishes.
- 2) Put furniture back in its proper place.
- 3) Put all the water toys back in the boatshed.
- 4) Strip all the linens except the mattress covers. 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. There will only be charge of \$75.00 an hour (2 housekeepers) against the security deposit for extra cleaning. if laundry and cleanup keep housekeepers in excess of their standard cleaning time, so please don't leave a mountain of laundry, or a pile of dirty dishes.
- 5) Excess laundry or dirty dishes could incur extra housekeeping fees and inconvenience the next Guests. 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.

When you are ready to checkout, lock the front door and text 503-803-2325 so we can inform the cleaning company so we can accommodate the following guests to check-in on time.

Thank you for staying at our lake home and we love to have you come back and visit!!