

RENTAL AGREEMENT

89861 Surf Pines Landing Drive
Warrenton, OR, 97146 (“Property”)
<https://www.surfpines.org/spa/page/visitor-guide-surf-pines>

Thank you for booking your reservation with us. We look forward to your stay.

This Rental Agreement (“Agreement”¹) includes the Rental Terms and Conditions, the Guest and Vehicle Registration and the Pet Registration documents found below. To confirm your reservation, the Agreement, including all three forms, must be completed and a copy of the Responsible Person’s (as defined below) photo ID must be submitted via e-mail within 24 hours of your online registration. If these forms are not received within 24 hours of your online registration, your reservation may be removed from the schedule.

This Agreement is made by and between Mo Baradar (“Property Manager”) and “Guest”) as of the date last set forth on the electronic or mail copy signature page of this Agreement.

Responsible Person(s):

The reservation and Agreement can only be completed by someone at least 35 years old unless with prior written approval by the Property Manager. The person that secures the rental, by signing this Agreement will be considered the Responsible Person in all aspects of this Agreement (“Responsible Person” and “Guest” may be used throughout this Agreement interchangeably). Subletting of the Property or any portion thereof is prohibited. The person entering into this Agreement will be responsible for any damages occurring to the Property during the contracted rental period. The Responsible Person entering into this Agreement will also be responsible for actions of all Guests to the Property during the rental period, including but not limited to the disturbance, annoyance, endangerment or inconvenience to other Guests or neighbors, or utilizing the Property for any immoral or unlawful purpose. The Responsible Person shall refrain from and prevent other Guests from causing waste or nuisance on or about the Property. The Responsible Person is also responsible for payment of the rental.

Cancellation Policy:

Once your reservation has been confirmed, any cancellations or date changes will be subject to the Cancellation Policy on the registration website. Please contact us as soon as possible in the event you must cancel or change your reservations.

If you have any questions or are having difficulty completing the Rental Agreement, please contact us via the registration website.

¹ This Agreement and the terms herein are copyrighted and cannot be used without written permission of the Property Manager and Property Owner.

RENTAL TERMS AND CONDITIONS

Guest hereby certifies and agrees that she/he has received and read these Rental Terms and Conditions and further agrees to abide by all the rules and regulations contained herein and related to the rental of the Property. Guest obligations include but are not limited to keeping the premises clean and safe, causing no unsafe or unsanitary conditions. Guest will notify the Property Manager of the need of replacement of or repairs to a smoke detector and/or replacement batteries during the rental period. Guest must check smoke detectors upon arrival and notify Property Manager immediately of any and all malfunctions. Guest agrees not to use the Property for any parties or events involving more than the maximum number of occupants specified in this Agreement, or erect covers or shelters for outdoor entertainment or sleeping. Guest's breach of any terms contained in this Agreement shall be considered material, and may result in the immediate termination of this Agreement and eviction of Guest with no refund of any kind.

Check-in: Due to the Covid 19 Pandemic, we have changed our check-in policy from greeting our guests face-to-face to a visual check via the front door security camera. With the exception of the front door security camera, the remaining cameras will be turned off after guest check-in and turned back on at check-out at the end of the rental period.

Secure Premises: Guest must keep all exterior doors locked at all times when not in the Property.

Damage Protection: A fee has been included with your reservation fees to cover damages up to \$500.00. All damages must be reported immediately to the Property Manager. Guest agrees to be responsible for any and all damages, including breakage, theft, unnecessary maintenance, excess garbage, and excessive cleaning upon departure. Guest authorizes the Property Manager to charge the costs of any intentional damage to the credit card on record.

In the event of litigation to recover damages, the Property Owner will be entitled to recover any attorney fees and costs for the litigation and any subsequent appeal thereof. Any litigation regarding this Agreement shall be filed in Clatsop County in the State of Oregon.

Natural Occurrences: Guest acknowledges that the Property is on the Oregon Coast and Guest assumes all risk of danger from the surf, wildlife such as elk and deer, rolling logs, beach debris, storms, winds and the like, which the Guest may encounter while using the recreational facilities at the Oregon Coast.

Maximum Occupancy: The maximum number of guests is limited to 14 Guests. This rule applies to all persons staying at the Property. There are no exceptions. Extra rental fees apply over 6 Guests. No one other than registered Guests are allowed to stay overnight at the Property. A violation of this Agreement is subject to a fine and immediate eviction of the Property without a refund of any kind.

Smoking: This is a NON-SMOKING Property. No Cigarettes, Vaping, or Marijuana is allowed inside the home or within 25 feet of home during your stay. If applicable, all cigarette butts or other debris must be disposed of properly. If the rules of this section are not adhered to, an additional cleaning fee of \$250.00 will be charged.

Pets: Dogs are permitted only with prior approval and execution of the attached Pet Registration. No other pets or animals other than those specified in writing are allowed on the Property at any time, and violation of this policy will result in an automatic forfeiture of the security deposit.

Parking: There are 5 parking spots available on the property and no parking is allowed on the street in front of the Property. There are no exceptions to the number of permitted vehicles. At no time will campers or RV's be allowed to park on the Property.

Quiet Enjoyment: All Guests shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. Guests 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 Guests shall then immediately vacate the premises without a refund of any kind. Quiet hours are 10:00 pm to 7:00 am.

Indemnification and Hold Harmless: Guest agrees to indemnify and hold Property Manager and Property Owner harmless for any liabilities, theft, damage, cost or expense whatsoever arising from or related to any claim which may arise out of or in connection with Guest's use and occupancy of the Property, including, but not limited to, any claim against Property Manager or Property Owner for personal injury, damaged property or theft of property. Guest expressly acknowledges that any insurance for property damage or loss which Property Manager or Property Owner may maintain on the property does not cover Guest's personal property and that Guest should purchase their own insurance if such coverage is desired. The terms "Property Manager" and "Property Owner" as used in this Agreement shall include their heirs, successors in interest, assigns, employees, agents and representatives. The term "Guest/s," as used in this Agreement shall include Guest, the Responsible Party, their heirs, successors, assigns, guests, invitees, representatives and other persons on the Property during Guest's occupancy.

Security Deposit: The Security Deposit is fully refundable and shall be refunded to Guest within 7 business days after the rental period unless the check-out procedures required in this Agreement were not followed or damages are reported.

Firearms: Only legally owned and permitted firearms shall be allowed on the Property in full compliance with all State and local laws.

Fireworks: Guest agrees that fireworks and other hazardous materials shall not be used in or around the Property at any time.

Cable TV and Internet Service: Cable TV and Internet Service are provided to the Property. No refund of rents shall be given for outages, content, lack of content, or personal preferences regarding cable TV and Internet Service.

Loss of Rental Payment: To protect against the loss of your rental payments, travel insurance is strongly recommended. Guest is not entitled to any claim against the Property Manager and/or Property Owner arising out of Guest's inability to complete his/her vacation plans for any reason outside the control of the Property Manager and/or Property Owner.

Sauna: No persons under the age of 16 are permitted in the Sauna at any time. When using the Sauna, remember there is a certain health risk associated with this facility. When using the Sauna, DO NOT TOUCH THE HEATER WHILE IN USE. Guests shall use the Sauna at their own risk. Property Manager and Property Owner are not responsible for any personal injuries as the result of the use of the Sauna.

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

Septic System: The Property has a septic system for sewage waste. The septic system is very effective; however, a clog can occur if improper material is flushed down the toilets. DO NOT FLUSH ANYTHING OTHER THAN TOILET PAPER. No feminine hygiene products should be flushed at any time. If it is found that any foreign substance has been flushed in violation of this Agreement and a clog occurs in the septic system requiring repair, Guest may be charged for the cost to repair the system.

Firepit: Always check at the front gate regarding any applicable burn bans and if fires are permitted by the local and state jurisdictions. If the use of a campfire is permitted, it must be extinguished no later than 10:00 pm. Please use the hose next to the firepit to make sure the fire is completely out.

Linens and Towels: 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. If additional linens are used, additional cleaning fees will be assessed after check-out. Blankets and towels are not to be taken away from the Property. Guests are responsible for lost or damaged items.

Use of Property: Guest expressly acknowledges and agrees that this Agreement is for the transient occupancy of the Property, and that Guest does not intend to make the Property a residence or household for longer than the rental term.

Breach of Agreement: Failure to comply with any part of this Agreement will subject Guest to immediate removal from the Property with no refund of any kind. If Guest fails to vacate the Property at the end of the rental period prescribed in this Agreement, Guest will be charged \$900 per day for every day past the date and time specified in this Agreement as the rental period.

Severability: Should any provision of this Agreement be found to be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and each term and provision herein shall be valid and enforceable to the fullest extent permitted by law.

Guest Responsibilities at Departure: All food brought onto the Property is to be removed or thrown in the garbage receptacle. All interior and exterior lights are to be turned off. Garbage and recycling are to be placed in outside receptacles. Waste pick-up is on Fridays. Guest is not required to place the waste receptacles at the curb, however, do not block the driveway with vehicles on Fridays. The Property should be straightened, furniture returned to original places, dishes either washed and put away or loaded into the dishwasher and the dishwasher turned on. Remove linens from all the beds that were used and place them on the floor in their respective bedroom. Close and lock all windows and exterior doors. Wash one load of towels if possible and place in the dryer before your departure. If applicable, remove all dog waste from the Property and place it in a plastic bag before placing it in the garbage receptacle outside.

Returned Items: Please call Property Manager if something has been left behind in your rental. Any item left behind will be mailed back to you via regular mail via COD (Cash on Delivery). You will be charged the COD fees and a \$15.00 handling fee. Items found and not claimed within 30 days will be disposed of at the discretion of the Property Manager. The Property Manager and/or Property Owner shall not be responsible for the condition of returned items.

Guest/Responsible Party Name: _____

Guest/Responsible Party Signature: _____

Date: _____

GUEST AND VEHICLE REGISTRATION

Clatsop County Vacation Rental Permit & Surf Pines HOA regulations require us to comply with vehicle descriptions, and occupancy limits. This information must be submitted within 24 hours of your online registration.

Number of Guests: _____ Children (underage of 2): _____ Number of Pets: _____

Name of Guests and Age:

- | | |
|-----------|-----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |
| 5. _____ | 6. _____ |
| 7. _____ | 8. _____ |
| 9. _____ | 10. _____ |
| 11. _____ | 12. _____ |
| 13. _____ | 14. _____ |

Vehicle Registration

- | | | |
|---------------|-------------|-------------------|
| 1. Make _____ | Model _____ | Lic Plate # _____ |
| 2. Make _____ | Model _____ | Lic Plate # _____ |
| 3. Make _____ | Model _____ | Lic Plate # _____ |
| 4. Make _____ | Model _____ | Lic Plate # _____ |
| 5. Make _____ | Model _____ | Lic Plate # _____ |

Guest/Responsible Party Name: _____

Home Address: _____

Telephone: _____

PET REGISTRATION

We accept only Hypoallergenic, non-shedding dogs less than 25 lbs., with a few standard rules to keep our home and neighbors happy. Guests hereby agree to be solely responsible for any dog while on the Property. This information must be submitted within 24 hours of your online registration.

Any dogs not listed in this Pet Registration found in or about the Property are grounds for immediate eviction and forfeiture of any monies paid at Property Manager's sole option. The pet fee is \$30 per pet, per stay and is non-refundable. Any damage caused by a pet will be subject to additional charges. Pets are not allowed to remain on the Property unattended unless confined to a crate. All pet excretions must be picked up and properly disposed of and no pet should disturb the neighbors.

Responsible Party

The permission granted herein shall be limited to certain dogs as described below:

Type of Dog: _____ Name: _____ Weight: _____ Age: _____ Sex: _____

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All dogs must comply with the following specifications (documentation from an accredited veterinarian must be provided by Guest upon request):

- a. Must be at least 1 year(s) of age or older. _____ Initial
- b. Must be spayed or neutered. _____ Initial
- c. Must be up to date on rabies vaccinations ____ Initial
- d. NO aggressive dogs allowed _____ Initial
- e. Must be house broken. _____ Initial
- f. An additional fee of \$40.00 will be charged if dog waste is not disposed of properly prior to your departure. __ Initial
- g. Dogs are not allowed on furniture, and beddings. _____ Initial
- h. Dogs are to be treated with a flea and tick repellent three (3) days prior to arrival. __ Initial
- i. Guests should prevent pets from producing excessive noise at a level that disturbs neighbors. ____ Initial
- j. Property Manager and Property Owner assume no liability for illness or injury to dogs while at the Property. A dog's welfare is the responsibility of the dog owner. _____ Initial
- k. The Guest shall be solely responsible for their dog while on the Property. _____ Initial

Responsible Party _____ Date _____