

SHORT-TERM VACATION RENTAL AGREEMENT AND DEPOSIT RECEIPT

RECEIVED FROM _____, hereinafter referred to as Tenant, the sum of \$ _____ (_____ dollars), evidenced by _____ as a deposit. Upon acceptance of this Agreement, the Owner of the premises, hereinafter referred to as "Owner", will apply as follows:

	TOTAL	RECEIVED	BALANCE DUE PRIOR TO OCCUPANCY
Rent for the period from _____ to _____	\$ _____	\$ _____	\$ _____
Refundable Security deposit.....	\$ _____	\$ _____	\$ _____
Cleaning Fee.....	\$ _____	\$ _____	\$ _____
TOTAL.....	\$ _____	\$ _____	\$ _____

Tenant offers to rent from the Owner the premises situated in the City of **Lyle**, County of **Klickitat**, State of **Washington** commonly known as **27 River Vista Drive** upon the following **terms and conditions**:

1. **TERM.** The term will commence on (date) _____ at _____ o'clock ☐ a.m., ☐ p.m., and continue until (date) _____ at _____ o'clock ☐ a.m., ☐ p.m.
2. **RENT.** Nightly Rent will be determined by the structures rented and the number of people. Cleaning fee determined by number of structures rented \$100-\$200. Rent payable in full prior to occupancy to Owner (or his/her authorized agent). 2-night minimum. Check in is 4:00 pm Check out is 1:00 pm. Late check out is available until 7 pm for \$75.
3. **Agreed upon nightly rent: \$ _____ , which includes the following structures _____ , and # of people: _____ .**
4. **FURNISHINGS INCLUDED.** The main house: 3 single beds, 1 double; 1 king and 1 queen. The use of the following is included in the rental:

<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Barbeque/Grill	<input type="checkbox"/> Toaster, coffee maker, water dispenser
<input type="checkbox"/> Washer/Dryer	<input type="checkbox"/> DVD players	<input type="checkbox"/> Garbage Disposal
<input type="checkbox"/> T.V.'s	<input type="checkbox"/> Stereo system	<input type="checkbox"/> Linens, condiments, paper products
<input type="checkbox"/> Hot Tub	<input type="checkbox"/> Oven and Microwave Oven	<input type="checkbox"/> Flatware, Dishes & Cooking Utensil
5. **UTILITIES.** Owner will be responsible for the payment of all utilities and services. No garbage service. 1 bag of sealed garbage may be left behind, the rest must be packed out. Garbage bags provided by Owner. Wi-Fi is included, but is both slow and limited, data downloads and uploads are highly limited. Verizon Cell svc is poor, but available on most of the property.
6. **USE.** The premises will be used exclusively as a vacation residence for no more than the above agreed upon time and # of people. Camera on front porch will be active to document compliance. Owner may visit property at any time, including, but not limited to, if non-compliance is suspected.
7. **ANIMALS.** No animals will be brought on the premises without the prior consent of the Owner; except _____.
8. **HOUSE RULES.** No smoking allowed inside the house. Tenant agrees to abide by all house rules attached as **Appendix A House Rules and Exit Procedures**.
9. **ORDINANCES AND STATUTES.** Tenant will comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force, or which may later be in force, regarding the use of the premises, including, the use of illicit drugs and observance of typical summer burn bans.
10. **ASSIGNMENT AND SUBLETTING.** Tenant will not assign this Agreement or sublet any portion of the premises without prior written consent of the Owner.
11. **MAINTENANCE AND DAMAGE.** Tenant acknowledges that, unless the Owner is notified immediately upon occupancy, the premises, including the furniture, furnishings, and appliances, are in good working order and repair. Tenant will keep the premises in a clean and sanitary condition and will immediately notify Owner of any damage to the premises or its content, or any inoperable equipment of appliances. Tenant will surrender the premises, at termination, in as good of condition as received, normal wear and tear excepted. Tenant will be responsible for any damage caused by Tenant or his or her family, invitees, and guests. Tenant will not commit any waste upon the premises, or any nuisance or act which may disturb the quiet enjoyment of the neighbors and community. **It is understood that Owner's insurance does not cover Tenant's personal property.**

12. **ENTRY AND INSPECTION.** Owner will have the right to visit the grounds at any time and enter the interior premises including, but not limited to: (a) in case of emergency; (b) to make necessary or agreed repairs, supply necessary or agreed services, show the premises to prospective or actual buyers, lenders, tenants, workers, or contractors; (c) when tenant has provided a reasonable indication that non-compliance with house rules or occupancy has occurred (this has never happened so far).
13. **INDEMNIFICATION.** Owner will not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises, or in common areas, unless such damage is the legal result of the negligence or willful misconduct of the Owner, his or her agents, or employees. Tenant agrees to hold Owner harmless from any claims for damages, no matter how caused, except for injury or damages caused by negligence or willful misconduct of Owner.
14. **SECURITY DEPOSIT.** The security deposit will secure the performance of Tenant's obligations. Owner may, but will not be obligated to, apply all portions of said deposit on account of Tenant's obligation. The security deposit is refundable if there is no damage, and the unit is left in a clean condition. The balance of all deposits will be refunded **within 2 weeks** (or earlier if required by law), from date possession is delivered to Owner or his or her authorized agent, together with a statement showing any charges made against such deposits. Owner will provide a cleaning service at departure. Tenants are expected to rinse dishes, load, and start dishwasher, strip sheets and leave them on the floor of each room used, along with towels.
15. **WAIVER.** Failure of Owner to enforce any provision of this Agreement will not be deemed a waiver. The acceptance of rent by Owner will not waive his or her right to enforce any provision of this Agreement.
16. **NOTICES.** Unless otherwise provided, any notice which either party may give or is required to give, may be given personally or by mailing the same, postage prepaid, to Tenant or Owner at the address shown in the signature block or at such other places as may be designated by the parties from time to time. Notice will be deemed effective three (3) days after mailing, or on personal delivery, or when receipt is acknowledged in writing.
17. **ATTORNEY'S FEES.** In any action or proceeding involving a dispute between Owner and Tenant arising out of this Agreement, the prevailing party will be entitled to reasonable attorney fees and any cost incurred.
18. **FAIR HOUSING.** Owner and Tenant understand that the state and federal housing laws prohibit discrimination in the sale, rental, appraisal, financing, or advertising of housing based on race, color, religion, sex, sexual orientation, marital status, nationality, familial status, source of income, age, etc.
19. **CANCELLATION POLICY.** 50% of deposit is non-refundable if reservation is cancelled with under 7 days' notice.
20. **HOUSE RULES.** House rules (Appendix A) must be read, signed, and adhered to in order to receive a full refund of deposit.
21. **IDENTIFICATION.** Tenant must provide a valid government issued photo id at the time the deposit is paid.
22. **ADDITIONAL TERMS AND CONDITIONS.** _____
23. **ENTIRE AGREEMENT.** The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by all parties. This Agreement and any modifications, including any photocopy or facsimile, may be signed in one or more counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same instrument. If there is any more than one Tenant, all tenants are jointly and severally liable under this rental agreement.

Tenant has read and agrees to the above terms and conditions, and acknowledges receipt of a copy of this Agreement.

Tenant _____ Date _____
Tenant _____ Date _____
Tenant _____ Date _____
Tenant Address _____
Tenant Phone & Email _____
Tenant Drivers Lic. #: _____

Owner **Carl W. Marker** _____
By _____ Date _____
Owner Address 8995 SE Otty Road, Happy Valley, OR 97086
Owner Phone & Email (503) 209-5342 marker@imscapital.com

SHORT-TERM VACATION RENTAL AGREEMENT – APPENDIX A:

HOUSE RULES & EXIT PROCEDURES

HOUSE RULES

- No pets on the property or inside any of the structures.
- No tampering with the security camera(s) on the exterior of the main house.
- No internet excessive data downloads/uploads via Wi-Fi, our data plan is very limited.
- No entering any locked rooms, closets, structures, etc.
- No fires inside or outside unless the summer burn ban is not in effect.
- No fireworks or firearms are to be used.
- No smoking anything inside any of the structures.
- Do not feed the squirrels or other wildlife.

EXIT PROCEDURES

Garbage:

- Bag and pack out your garbage if it exceeds (1) full garbage bag. We have provided heavy contractor bags for your use.
- Secure your (1) bag in the metal garbage can with lid on tight so animals cannot tamper with it.
- Pack out all other garbage, including refundable bottles and cans.
- Do not leave your food in the fridge or freezer.

Backyard:

- Return chairs and deck furniture to original location, stack up lightweight chairs so they do not blow away.
- Turn down temp on hot tub to 90 degrees and make sure hot tub cover is strapped down.

Inside:

- Turn off AC and heat. Lock all windows and doors and exit through the laundry room. Return key to original location.

Leaving:

- Lock gate at top of driveway after you leave.
- Text Owner once you leave so we can begin cleaning.