Zen River Retreat LLC

423 Lords Lake Loop Road Quilcene, WA 98376

Email: nowandzengarden@gmail.com Owner / Manager Phone: 360-316-9656

Guest Name
Check-In Date:
Checkout Date:

Short Term Lease Agreement

This Short Term Lease Agreement (this "Agreement") constitutes a contract between the undersigned person ("you") and Zen River Retreat ("Retreat") and supersedes all other negotiations, understandings and representations (if any) made by and between such parties.

- 1. RESERVATION DEPOSIT / FULL PAYMENT— A deposit by credit card is required for your reservation. The deposit amount shall equal your total anticipated rental cost, including a combined sales and lodging tax of 11%. This deposit automatically converts to your rental payment upon your departure. No other charges will be necessary provided you are not charged for damage or cleaning fees.
- 2. RESERVATION CONFIRMATION Confirmation of your reservation will be emailed to you. Please confirm the accuracy of dates, mailing address, number of adults and/or children, and notify Retreat of any errors or changes within one business day.
- 3. CHECK-IN / CHECKOUT POLICY— Check-In time is **3PM** or later. Check-Out time is by **11AM**. Cabins shall be left reasonably clean upon departure. Garbage shall be placed in trash and soiled dishes placed in the dishwasher, or cleaning fees may be assessed. All keys shall be left on the kitchen counter and unit left locked. No Early Check-in or late Checkout without prior approval.
- 4. CANCELLATION / REFUND POLICY 100% of your deposit is refundable provided your reservation is cancelled at least 7 days prior to your arrival date. 50% is refundable provided you cancel your reservation at least 3 days prior to arrival. No refunds are given for cancellations less than 3 days prior to your arrival.
- 5. AGREEMENT TO COMPLY WITH RENTAL REGULATIONS -- You and any visitors must comply with the Rental Rules set forth on Exhibit A of this Agreement (the "Rental Rules"). Failure to comply, including any reservations made under false pretenses, may result in loss of all your payments to Retreat and possible removal of you from the Retreat.
- 6. ASSUMPTION OF RISK You understand there are significant personal risks associated with many Retreat facilities and activities, including making campfires, using the wood-burning stove, jacuzzi spa, access to or around the river, trails, elevated walkways, balconies, guard-rails, and other fixtures, improvements and amenities related thereto. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm or illness arising from their use of the premises or others whom they invite to use the premise.

- 7. MINIMUM STAY Retreat requires a 2-night minimum stay unless prior approval has been granted. If a rental is taken for less than 2 days, guest will be charged the \$250 per night rate.
- 8. MAXIMUM OCCUPANCY Maximum occupancy for the Retreat is 4 persons, including children. Number of guests must be pre-approved by Retreat. A \$60 fee will be assessed for each approved guest over 4 persons. You will be charged without notice for additional guests not disclosed to Retreat upon reservation.
- 9. HOUSEKEEPING POLICY Retreat will ensure your lodgings are clean upon your arrival, but we do not provide daily maid service. Rates include a one-time linen & towel setup. Basis starter supplies such as coffee and tea, paper towels, toilet paper, dish soap and detergent are provided. The kitchen is not stocked with staples, so you must bring groceries if you plan to cook, and other supplies if needed.
- 10. Governing Law; Venue; Attorney Fees. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Washington. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of Washington in Jefferson County. In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting there from, including fees and costs related to any appellate proceedings.
- 11. CREDIT CARD PAYMENT You are providing your credit card number as a guarantee of payment to Retreat. You accept all terms of this Agreement and accept all liability for rent and charges related to property rental, as well as any damage beyond normal wear and tear. In the absence of another payment arrangement, you authorize Retreat to charge your credit card for payment of these items. Retreat accepts major credit cards, Traveler's Checks, cash and personal checks with acceptable photo identification. A fee of \$30 will be charged for returned checks.

RENTAL RULES AND POLICIES

- 1. DO NOT DISTURB—You are an invited guest in a private residence. Loud parties or noises, trespassing on private property, reckless driving and other disruptive behaviors are prohibited.
- 2. SMOKING—No smoking is allowed indoors. Ashtrays are provided on decks outside.
- 3. PETS—As a general rule, pets are not allowed. Permission may be granted at owner's discretion with a \$40 pet/cleaning fee.
- 4. PHONE / INTERNET ACCESS—Retreat provides free WiFi Internet access. The pass code is provided in the retreat handbook. No telephone service is provided.

- 5. HOLISTIC TREATMENTS—Massage and other holistic treatments are arranged as a courtesy to Retreat guests. All matters of consultation, treatment, and payments for such are the responsibility of the participating guests and licensed practitioner. Retreat does not guarantee this service, and assumes no responsibility for injuries or missed appointments.
- 6. SEPTIC—Do not flush paper towels or feminine hygiene products. If the system is found clogged with prohibited material, you may be charged significant damages.
- 7. HOT TUB / JACUZZI—Use at your own risk. Our housekeepers drain, sanitize, refill and replenish chemicals prior to your arrival; therefore, it may not be warm until later that evening. DO NOT STAND ON HOT TUB COVER. Remember to replace cover after use to keep tub warm.
- 8. WOODBURNING STOVE— Do not leave woodstove unattended. Keep stove door closed after lighting fire. Do not crowd stove with firewood, or burn anything other than the newspaper, kindling and firewood provided.
- 9. CAMPFIRES—Campfires shall be strictly confined to the designated fire-pit, kept reasonably small, and shall not be left unattended at any time. You must ensure campfire is completely extinguished before leaving area.
- 10. NO FIREWORKS—Fireworks are not permitted in or around Retreat.
- 11. PARKING—Parking is limited to two (2) vehicles. Vehicles are to be parked in designated parking areas only. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.
- 12. NO FIREARMS—Firearms or weapons of any kind including paint ball guns, pellet guns, BB guns, pistols or rifles are prohibited. Exceptions may be made for hunters with proof of valid permits and licensing.
- 13. EMERGENCY CONTACT In the event of an emergency, contact retreat manager immediately at: 360-316-9656

Number of Guests Guest Name(s)	<u>^</u>
Guest Signature (cardholder)	*