

# VACATION PROPERTY RENTAL AGREEMENT

## **PERSONAL INFORMATION SECURITY DISCLAIMER:**

ALL INFORMATION CONTAINED WITHIN THIS RENTAL AGREEMENT WILL REMAIN CONFIDENTIAL AT ALL TIMES. ALL BUSINESS RECORDS OF PACIFIC BREEZE VACATION RENTALS, LLC WILL BE STORED AND SECURED IN A PERMANENT SAFE ON PREMISES FOR SECURITY PURPOSES.

### **1. Parties:**

#### **Vacation Rental Owners:**

Brian & Mary Loos  
d.b.a. Pacific Breeze Vacation Rentals, LLC  
136 Arapaho Lane  
Longview, WA 98632

#### **Phone:**

360-425-6477

#### **Email:**

pbvr@q.com

#### **Tenant:**

Those parties whose signatures appear on the execution page of this Agreement.

### **2. Rental Period:**

The rental period shall commence at \_\_:\_\_pm on the \_\_th day of (Month) 20xx (Day of Week) (the "Check-In Time") and shall terminate at \_\_:\_\_am on the \_\_th day of (Month) 2010 (Day of Week) (the "Check-Out Time"), unless terminated at an earlier date in accordance with the provisions of this lease dealing with default. No exceptions will be made unless prior approval is obtained from the owners within 24 hours.

Owner will use its reasonable efforts to have the rental property ready for occupancy by the Tenant at Check-In Time. If Tenant is delayed for any reason and is unable to take possession at the Check-In Time, Tenant is responsible for notifying the Owner of such delay so that special arrangements can be made for the Tenant to pick up the keys.

At Check-In Time, the Tenant will be issued one (1) set of keys for the rental property. Tenant must sign for these items and is responsible for the cost of replacement and for the costs of re-keying and/or replacement of locks in the event that any keys are lost, misplaced or not returned.

### **3. Rent & Security Deposit:**

**Rent:** The Tenant shall pay the Owner total rent in the sum of \$xxx.xx for the period identified in section 2 of this agreement.

**Motor home option:** The tenant shall pay the Owner a total in the sum of \$xx.xx for the period identified in section 2 of this agreement. The cottage must also be rented during the period as identified in section 2 of this agreement.

**Security Deposit:** A security deposit in the sum of \$xxx.xx will be charged. (See **Security Deposit** in Section #3 of this agreement for further information and details). This is a refundable deposit provided certain conditions are executed.

**Washington State Sales & Local Lodging Taxes:** The tenant shall pay a 10.8% Washington State/Local Lodging Tax of \$xx.xx. The lodging tax is computed as 10.8% of the total rent charged. This figure will be added above and beyond the rent charged.

**Non Refundable Cleaning Fee:** A non-refundable cleaning fee of \$50.00 will also be charged.

All prices are quoted in US Dollars (USD), and all payments hereunder shall be paid to the Owner at the address given above. Accepted forms of payment are the following: money orders, cashier's check or cash only. Payments must be paid no later than the stipulated due dates. If the balance is not paid within 14 days of the due date, all funds paid shall be forfeited. Tenant shall pay a service charge of \$35.00 for any check returned by Tenant's bank for insufficient funds.

**Payment to the Owners for this agreement will be paid as follows:**

**\*Initial/Security Deposit** - Due upon execution of this Agreement **\$ x.xx**  
(This deposit is refundable provided certain conditions are met)  
(See **Security Deposit** in Section #3 of this agreement for further information and details)

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**Rent – 3 Nights @ \$100.00 per Night** **\$xxx.xx**

**Motor home Option – 0 Nights @ \$0.00 per Night** **\$ x.xx**

**Washington State & Local Lodging Taxes (10.8%)** **\$ xx.xx**

**Cleaning Fee (non-refundable)** **\$ 50.00**

**Total --- Rent/Motor home/Taxes/Cleaning Fee**  
*(Balance to be paid at least 14 days before taking possession)* **\$xxx.xx**

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**TOTAL Security Deposit, Rent, Taxes & Cleaning Fee:** **\$xxx.xx**

**Payment Schedule:**

**Due Immediately to Lock In Reservation:** **\$xxx.xx**

**Remaining Balance Due No Later Than (14 days before occupancy)** **\$xxx.xx**

The Owner must receive the initial deposit, together with a signed copy of the Rental Agreement, before confirmation of the reservation will be confirmed. If no security deposit is charged, a minimum of \$100 will be charged in order to lock in the reservation. Confirmation of the reservation will be mailed, faxed, or emailed to Tenant upon receipt of the initial deposit and signed Agreement. The remaining balance will be due 14 days prior to the first day of occupancy. It is Tenant's responsibility to review the confirmation for accuracy of dates, mailing address, number of adults and/or children and accommodations, and to notify Owner of any errors within 7 days of receipt.

**Security Deposit:** The security deposit, less any charges, will be refunded to the Tenant within fourteen (14) days after the Check-out date. Written notice will be made if damages are charged against the security deposit. Charges may include additional cleaning fees due to excessive misuse of the Rental

Property, damage to the Rental Property or the contents; lost, stolen or misplaced items from the Rental Property. If charges exceed the amount of the security deposit, Tenant agrees to pay all additional costs.

#### **4. Description of Rental Property:**

The Rental Property consists of a two story house (approximately 1100 square feet) with staircase to both bedrooms, located at 2200 Ocean Beach Boulevard North, City of Long Beach, County of Pacific, State of Washington. The Rental Property is comprised of the following: two bedrooms (three full size beds and a twin roll away bed), three quarter bathroom (shower, toilet & sink), kitchen with a four (4) burner stove and oven, refrigerator and sink, one great room with satellite television, wood stove and one couch hide a bed, and functioning laundry room with a washer and dryer. The home has a fully enclosed and secure storage area. The home has a gravel driveway, and does not have a garage for vehicle storage. The driveway can hold two standard vehicles comfortably and one vehicle can be parked on the west side of the property between the driveway and walkway gate at the front of the home. The home is fully fenced in (on four sides) with a vinyl, white picket fence that is approximately 3 feet tall.

Clean linens are provided and are folded at the foot of each bed ready for use. Additional linen is available for use at the discretion of the Tenant. Bed linen and bath towels will not be changed during the duration of the Rental Period. Laundry facilities are provided, and it is up to the Tenant and other registered occupants to wash the linen and towels during the Rental Period. Owner will attempt to provide a sufficient supply of bath soap, toilet tissue and trash bags, based on the number of registered occupants, however, there is no guarantee that the supply of any of these items that is provided will be enough to last to the end of the Rental Period. Tenant must provide any additional items at Tenant's sole expense.

The Rental Property is fully furnished and equipped with a washer & dryer, satellite television, microwave oven, and various kitchen appliances, dishes & utensils. All dishes and utensils are to be thoroughly washed and put away prior to checkout. Areas within the Rental Property are padlocked for the Owners personal storage and are not included in this lease. These storage areas are clearly padlocked (gold or silver key accessible padlocks), and are strictly off-limits.

#### **5. Cancellations, Transfers, No-Shows:**

Notice of any cancellation must be received in writing. All funds paid in advance by Tenant will be refunded if written notice of cancellation is received 30 days or more prior to the Check-In date. Cancellations received less than 30 days prior to the Check-In date will be charged a cancellation fee equal to the initial deposit & security deposit.

If the Tenant does not show up within twenty-four (24) hours following the Check-In Time, and has failed to contact the Owner regarding any delay in arrival, the Tenant will be considered a "no show" and shall be liable to the Owner for the total amount of the Rent, together with an administrative charge in the amount of \$100.00

Once the Rental Period has commenced, there will be no refunds issued for any unused nights. However, if during the term of this Agreement the Rental Property becomes uninhabitable without fault or negligence on behalf of the Tenant, the Tenant will be refunded the portion of the unused Rent.

Tenant agrees that this Agreement may not be assigned or sublet, even to a member of the Tenant's family. Changes to reservations will be considered on the basis of availability, and also at the Owner's discretion.

## 6. Notice to Owner of Repairs Needed:

If the Rental Property or any of the contents are damaged, not working or otherwise in need of repair or replacement, the Tenant must promptly notify the Owner. The Owner will have a reasonable amount of time to make repairs. If the Tenant must vacate the premises because of damage not resulting from the Tenant's act or neglect, the Tenant will be refunded the rent for such period of time that the Tenant is unable to occupy the Rental Property, prorated on a per diem basis commencing on the date that the Tenant was forced to vacate and calculated to the date on which the Tenant was able to re-occupy the Rental Property or the end of the Rental Period, whichever comes first. If the Rental Property is totally destroyed, this Rental Agreement will terminate and the Tenant will pay rent up to the date of destruction.

The Owner is not responsible for any inconvenience or interruption of services due to repairs, improvements, or any reason beyond the Owner's control, and no refund will be given in this event. Tenant understands and agrees that Owner may enter the Rental Property at any time for the purpose of making needed repairs.

## 7. Occupancy Restrictions:

- (a) Residential Use: Tenant shall utilize the Rental Property solely for residential use and for no other purpose.
- (b) Guests: No other persons shall occupy the Rental Property at any time, except those registered in this Rental Agreement. Occupancy of the Rental Property is limited to 6 persons. Absolutely no overnight visitors are allowed.
- (c) Noise: The Tenant shall not make or permit any excessive, disturbing or annoying noise in or on the grounds of the Rental Property by himself, his family, agents, servants or visitors, nor permit such persons to do anything that will interfere with the rights, comforts, or conveniences of neighbors or other persons in the surrounding area. This home is subject to all noise related rules and regulations as governed by the City of Long Beach, Washington.
- (d) Trespassing: All waterfront properties in this neighborhood are generally privately owned to the mean high tide line. Trespassing on or fishing from neighboring properties is strictly forbidden.
- (e) Driftwood: Collecting or removing driftwood from the beaches is not permitted. The driftwood helps protect the beaches from erosion.
- (f) Beach Front Fishing: **Not Applicable to this Rental Property** - Beach front fishing is available to the Tenant during the Rental Period. Up to XX persons (registered occupants only) may fish at the same time on the private beach and tideland immediately in the [rear/front] of the dwelling. No other persons are allowed to fish on the Rental Property. Tenant agrees to comply with all regulations in accordance with the Washington State Fish and Wildlife Department.
- (g) Campfires: Campfires are not permitted on this rental property. Fireworks and candles are also prohibited on this property.
- (h) Fire Extinguishers: There are two fully charged fire extinguishers located throughout the home. One is located at the top of the staircase at your left. The second is located downstairs between the kitchen and main room, looking at the refrigerator it is on the wall at the right. The fire extinguishers are provided as an extra safety precaution.
- (i) Smoke detectors: There are four smoke detectors located throughout the home and they are tested at a minimum of 4 times per year. All 4 smoke detectors were replaced in 2007, and are

provided for your added safety. If the smoke detectors are chirping, then that is a signal that the batteries need to be replaced. Additional batteries will be provided in the top drawer near the kitchen sink (to the left). Batteries are replaced two times per year.

- (j) Lighting: Some lamps are on automated timers; the lights can be turned on at the switch located on the top of the timers. Please do not unplug the timers. If you do unplug the light from the timer switch, please plug the light back into the timers prior to your departure.
- (k) XM Roady 2 Compatibility: The stereo down stairs is prepared to hook up a personal XM Roady 2 receiver. Feel free to use the XM Roady 2 home kit, but do not move it from its present location.
- (l) Rental Property Storage Area (On North of House): You are welcome to use anything in this area, but please return the items back in the same area in the same condition you found them. Do not access any of the area UNDER the house.
- (m) Pets: Sorry, **NO PETS** of any sort are allowed in the Rental Property or on the premises at any time, including those belonging to visiting guests. Violation of this term will result in immediate eviction and forfeiture of all Rent and Tenant's security deposit. Owners must be made aware of any tenants requiring assistance animals prior to occupancy and signature of this agreement.
- (n) Smoking: Sorry, there shall be **NO SMOKING** inside the premises or storage area of the Rental Property. Any smoking that does occur will adhere to all Washington state laws; smoking will not take place within a 25 foot radius of any entryway or open window of the Rental home. If you do choose to smoke on the grounds, dispose of all cigarette butts properly. If cigarette butts are not properly disposed or are left on the grounds of the premises, the Tenant is subject to a partial or full forfeiture of the security deposit.
- (o) Consumption of Alcohol: There shall be no consumption of alcoholic beverages in or on the grounds of the Rental Property by any minor under twenty-one (21) years of age, and there shall be no congregation or drinking on the street or adjoining areas surrounding the Rental Property.
- (p) Illegal Drugs: There shall be no use of any illegal drugs by any Tenants, occupants or visitors in or on the grounds of the Rental Property.
- (q) Complaints: Any complaints to the Police Department concerning the behavior of the Tenant, Tenant's family, other occupants, guests or visitors while occupying the Rental Property shall, at the Owner's sole option, result in **immediate** termination of this Rental Agreement.
- (r) Recycling: The Tenants are responsible for recyclable materials according to local, state and federal regulations. Please take ALL recyclable materials with you or dispose of them before checking-out. If any fines are levied against the property address during the Term of this Lease, the Tenant shall be responsible for such fines and these will be deducted from the security deposit.
- (s) Trash: A trash bin service is located at Jack's Mercantile in Ocean Park for a nominal fee. Take **all trash** with you prior to your checkout. **DO NOT** burn trash in the wood stove.
- (t) Woodstove & Portable Heaters: Leave the chimney flue closed (pushed in) when not in use. When operating the wood stove, open the chimney flue (pulled out). The vent located is the small bar located at the foot of the woodstove (under the door). It is considered open in the up position and closed in the down position. After the fire has been established, close the vent to increase burn time of the wood (but be sure to open it before adding more wood to the fire). Please use caution when operating the wood stove. The wood stove is an excellent method for heating the home as it is the primary source. There are portable oil heaters available for your use. Please be careful as they do get hot and can cause burns if you touch them. They are another option for heating the home.

- (u) Parking & Motor Home Use: Tenant is responsible for ensuring that all occupants and guests park their vehicles in such areas and in such a manner as to comply with municipal by-laws and to avoid causing a hazard or impediment to passing traffic or pedestrians. No motor homes will be allowed onsite without prior approval from the Owners and/or otherwise identified on this agreement. Any tenant found or allowing a motor home on the premises of the property for any reason and/or length of time during the period of this lease without previous being agreed upon; the Tenant will be charged an additional fee of \$50 per night for the number of nights as identified on this agreement.
- (v) Telephone Charges: This rental property does not have an on sight telephone available for use. It is suggested that the Tenant provide its own communication service for the period of this agreement.
- (w) Pay Per View & Satellite Programming Charges: There is no pay-per-view service available at this rental property.
- (x) Water Supply: The Rental Property uses water provided under service from the City of Long Beach. Tenant shall ensure that all occupants conserve water and are careful not to waste water. It is recommended that the Tenant use bottled drinking water if the taste or smell of the well water is not agreeable.
- (y) Tenant's Personal Property: The Tenant will remove all personal property belonging to the Tenant or other occupants at the end of the Rental Period. Any property that is left on the premises becomes the property of the Owner and may be thrown out. Any expenses incurred for removal of Tenant's property will be deducted from the security deposit.
- (z) Lockout Policy: In the event the Tenant and/or any other registered occupants are locked out of the premises, the Tenant must contact the Owner or caretaker for a replacement key. If the lockout occurs outside of regular business hours, the Owner can be reached at **360-425-6477** or **360-635-8958**. The local Caretaker can be reached at **360-521-4531**. Obtaining the key during or after business hours, the tenant must pay a charge of \$50.00. If a locksmith is required, the Tenant will be responsible for payment of the locksmith's invoice.
- (aa) Damage to Rental Property and Contents: The Tenant and all registered occupants of the Rental Property shall be liable for all damages caused during their occupancy. Cost of repairs and/or replacement shall be deductible from the security deposit and additional costs shall include attorney's fees and costs, if incurred in the collection.

## **8. Indemnification:**

Tenant will indemnify and hold harmless the Owner, the Agent and their respective employees for any injuries, accident or otherwise which may be incurred or suffered upon the premises by Tenant, Tenant's family or guests or anyone associated with Tenant for any cause whatsoever during the term of this Agreement. The Tenant's personal property and vehicles are not insured by the Owner against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause.

**9. Registered Occupants:**

At a minimum, the primary tenant of the Rental Property must be listed in this Rental Agreement. Each occupant over the age of eighteen (18) years listed below shall be equally responsible for observing the terms and conditions of this Rental Agreement. Each adult occupant will be jointly and severally financially responsible for damage done to the Rental Property beyond normal wear and tear. By not listing additional tenants, the primary tenant may take full responsibility of the Rental Property.

Name	Address	18 years or older?

**10. Tenant's Responsibilities at Check-Out Time:**

At Check-Out Time, the Tenant shall give over possession of the Rental Property to the Owner in the same condition of cleanliness, order and repair, as it was when the Tenant took possession at Check-In Time. Tenant shall ensure that all of the following items:

- (a) Kitchen: Appliances and work surfaces in the kitchen will be clean. Dishes, pots and pans and utensils must be cleaned and put away.
- (b) Floors & Rugs - Floors, rugs, beds, washer and dryer will be free of sand and dirt. A vacuum is available for use, and its location is in the jacket closet located to the left, looking forward at the wood stove.
- (c) Breaker Box – Please follow all instructions written inside the breaker box when occupying and leaving the rental property.
- (d) Water Service – The water service will be left ON at all times. When leaving the rental property, please be sure that all water services inside the home are turned off prior to leaving. Please be sure that the circuit breaker for the water heater is OFF prior to check out.
- (e) Refrigerator - All food in the refrigerator will be removed and either taken with the Tenant or properly disposed, and the refrigerator left in a clean condition. Refrigerator will remain plugged in and the temperature setting will be left untouched.

- (f) Stovetop - Any spills on stovetop and oven must be cleaned up, and the range top and oven left in a clean condition. Specialized cook top cleaner is located above the stove and to the left on the shelf.
- (g) Bedroom, Bathroom & Kitchen Laundry - Prior to checking-out, Tenant will be responsible stripping all beds and placing the sheets down in the laundry room hampers. All towels, wash cloths and kitchen towels will also be placed in the hampers. Tenant will ensure that all used bedding, towels, wash clothes, kitchen towels and any other used items that need to be washed are located in the laundry room prior to departure.
- (h) Household Furnishing & Grounds - The furnishings and grounds shall also be left in the same state they were in at Check-In Time.
- (i) Trash - All trash must be bagged and removed upon checkout or taken to Jack's Mercantile in Ocean Park and deposited at the Tenants expense.
- (j) Key Drop Box - The key shall be put back in the "Key Safe" upon checkout. Tenant must ensure that all doors and windows are properly secured and locked. A \$25.00 fee will be charged for each key not returned.
- (k) Excessive Cleaning - An additional charge will be imposed for any excessive cleaning. (more than two hours)
- (l) Wood Stove & Portable Heaters – See Section 7t. Please turn off and unplug all heaters prior to departure.
- (m) Vacate Premises On Time At Check Out Time - All occupants must vacate the Rental Property by the Check-Out Time. A late checkout fee of \$25.00 per hour (or portion of each hour) will be charged for all late checkouts.

In the event that the Tenant fails to comply with this Section, the Owner may at his option, complete the work, clean or repair and deduct the cost from the security deposit held by the Owner. Nothing in this lease shall in any way prevent the Owner's right to recover any sum due in excess of the security deposit.

**11. Acceptance by Tenant**

The undersigned Tenant has read the foregoing Agreement prior to its execution and understands its terms and agrees to all of the conditions. It is understood that breach of any term or condition shall result in immediate eviction and there will be no refund.

**Brian M Loos or Mary C. Loos**

\_\_\_\_\_  
**Date**

By: \_\_\_\_\_  
**[NAME OF SIGNING AUTHORITY]**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Tenant**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Address**

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**Phone No.**

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**Fax No.**

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**Email**

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**Date**

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**Signature of Tenant**

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**Updated: January 24<sup>th</sup>, 2010**