

Dear Guest,

This Short Term Rental Agreement (the "Agreement") is made by and between \_\_\_ Kevin Leinbach & John Carlile ("Homeowners") and \_\_\_\_\_ ("Guest") as of the date of payment of deposit and rental term fees (Nightly Rental Charges). For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

The term of the rental agreement as listed below shall be from

Check In Time: (DATE) 4 PM

To

Check Out Time: (DATE), 11 AM

**Under no circumstances shall this short term rental agreement be extended beyond Check Out Time.**

1. Property: The property is located at:

57387 North Bank Road

McKenzie Bridge, Oregon 97413

---

This rental agreement is only for the 3 bedroom/2 bathroom guest house (not including the storage shed) and is furnished. The unit also includes Towels, Linens, Robes, Cooking and eating utensils, Microwave, Range, Refrigerator, Coffee Pot, Toaster, Iron, Ironing Board, Alarm Clocks(3), Blow Dryer and various accessory items.

2. Rental Party: The rental party shall consist of Guest and only the additional persons discussed in e-mail correspondence with Homeowner.

3. Maximum Occupancy: The maximum number of guests is limited to 8 persons. An additional charge or \$25 per person per night for guests in addition to 2 may be assessed.

4. Term of the Lease: The lease begins at Check In Time and ends at Check Out Time as noted above. There shall not be any extension permitted.
  
5. Minimum Stay: This property requires a 2 night minimum stay. Longer minimum stays may be required during holiday periods. If a rental is taken for less than 2 days, the guest will be charged the 2-night rate.
  
6. 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.
  
7. Access: Guest shall allow Homeowner access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner..
  
8. Fees:
  - a) Cleaning Fee: At this time there is no non-refundable cleaning fee due at the time of reservation confirmation.
  
  - b) Deposit: A refundable deposit of \$150 is due at the time of reservation confirmation. This deposit does not limit Guest liabilities for any damage or costs incurred as a result of the stay.

The Deposit is for security and shall be refunded within 5 days of the Checkout Date provided no deductions are made due to:

- i. damage to the property or furnishings;
- ii. dirt or other mess requiring excessive cleaning; or
- iii. any other cost incurred by Homeowner due to Guest's stay.

***If the premises appear dirty or damaged upon Check-in, Guest shall inform Homeowner immediately.***

***Guest assumes responsibility for any damage done by Guest or any of Guest's visitors. The deposit should in no way be construed to be a limit to Guests liability for any intentional or unintentional damage done as a result of the stay.***

9. Homeowner liability & insurance: We encourage all renters to purchase traveler or renter insurance. Homeowner is not responsible for any damage to Guests personal items, either by theft, accident, fire, flood, earthquake or other calamity.

10. Cancellation Policy: If Guest wishes to cancel his/her reservation, the deposit will be refunded as follows:

**For a reserved stay of 7 nights or LESS**: 100% refund if cancelled 7 days prior to the Check-in Time.

**For a reserved stay of 8 or more nights**: 100% refund if cancelled within 30 days of confirmation **and** 5 days prior to Check-In Time. If a cancellation is requested 30 days after confirmation **and** 7 days prior to Check-In Time, a refund will only be offered if the reserved dates are re-booked. Funds will only be refunded for dates that are re-booked.

There shall be no refund for a cancellation of **ANY reservation** if requested less than 7 days prior to Check-In Time. If notice of cancellation is made less than 5 days prior to the scheduled visit, **solely at Homeowner's discretion**, a credit towards another stay may be offered.

**Payment of booking invoice constitutes acceptance of the terms of this Rental Agreement.**

The parties agree to the terms of this Short Term Rental Agreement as a condition of a confirmed reservation.

11. Additional Liability wavier for use of the Grounds and Swimming Pool:

a. Assumption of Risk and Waiver

You as a Guest agree that you are aware of and assume all risks for yourself as well as any other Guest or invitees accessing our property. Host is not responsible for any accidents caused or incurred by you as a Guest or any of your Guests or invitees, related to swimming or otherwise. You hereby release, waive, discharge, and covenant not to sue the Host for any injuries arising from or related to use of the Pool. You agree that activities such as swimming or hiking on our property may carry inherent risk, and by making use such services, you choose to assume those risks voluntarily. For example, swimming may carry risk of illness, bodily injury, disability, or death, and you freely and willfully assume those risks by choosing to make use of the swimming pool. You assume full responsibility for the choices you make

before, during and after your use of the pool and/or hiking on our grounds. If you are bringing a minor as an additional Guest, you are solely responsible for the supervision of that minor throughout the duration of your time on the property and in the pool and to the maximum extent permitted by law, you agree to release and hold harmless Host from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to that minor during swimming or in any way related to the Pool you choose.

b. Indemnification and Limitation of Liability

You agree to forever release, defend, discharge, indemnify, and hold Host and its heirs, affiliates and subsidiaries, and their members, managers, officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the the swimming pool and grounds, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of the use of the pool and surrounding property. You hereby waive any potential liability for delays in payment on account of force majeure. Host is not responsible or liable for nonperformance caused by telecommunications failures, nonperformance of vendors, fires or other acts of nature, strife or acts of political discord, or other events outside its reasonable control (each a "Force Majeure").

## Exhibit A

### RENTAL RULES

1. Smoking is NOT allowed ***in the house***. Smoking is allowed outside only.
2. People other than those in the Guest party set forth above may not stay overnight in the property. Any other person in the property is the sole responsibility of Guest. The Homeowner has not represented this unit as an event facility, therefore, there is a limit on the number of any visitors at any one time (in addition to registered occupants) of four (10). At no time may any of these visitors remain overnight or assume any Guest privileges whatsoever, including but not limited to the use of the kitchenette, Hot Tub or Sauna.
3. The Homeowner is not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.
4. Keep the property and all furnishings in good order and only use appliances for their intended uses,
5. We allow children with the following stipulations:
  - Guests are responsible for any and all necessary 'baby proofing'.
  - Children under age 13 must be supervised by an adult at all times.
6. The use of the internet connection is subject to the terms and conditions set forth by Century Link, Inc.
7. Pets are allowed with prior notice. An additional deposit may be required.
8. There is no daily housekeeping service. While linens, robes and bath towels are included in the unit, daily maid service is not included in the rental rate. We suggest you bring beach towels. We do not permit towels or linens to be taken from the units.
9. A landline phone (541-822-3982) is provided for Guest use during the stay. International calls are blocked. No Pay-Per-Call calls are allowed and no collect calls may be accepted. US long distance calls are allowed and may be billed to the guest at the rate billed by our service provider. *Long distance rates & fees are subject to change. Any collect calls accepted may include additional charges and are not allowed.* **Any charges billed to the Guest phone will be charged to Guest.**