

Oregon Coast Retreat

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www.OregonCoastRetreat.com

Rental Contract

Sample

Address of Rental House: _____

Date reservation made 01-01-2010

ARRIVAL DATE: Sat. 08-07-10
(Day & Date)

DEPARTURE DATE: Sat. 08-14-10
(Day & Date)

Name: Joe Smith

Number of persons in party: 4 Adults 2 Children (max 8 occupants)

RENTAL:

Rental Rate	Number of Nights	Amount
\$300/night	7	\$2,100.00
Lincoln County Lodging Tax @ 9%		\$189.00
State Lodging Tax @ 1%		\$21.00
Cleaning Fee		\$95.00
Total Cost for Stay		\$2,405.00

Total due for lodging... \$2,405.00

Lodging deposit received (see page 2): (\$200.00)

Balance due for lodging \$2,205.00

Refundable security deposit due(Separate Check) \$200.00

Full payment must be received 45 days prior to your arrival, including cleaning fee and security deposit. Short notice reservations (i.e., within 45 days prior to arrival) must be paid in full when booking reservations. For your convenience we accept; Visa (through Paypal) and printed checks.

Address: _____

City, State Zip: _____

Phone #: () _____ Hm e-mail: Joesmithsemail@gmail.com Fax: _____

Cell #: () _____

Auto Make(s) and License No.(s) _____

I have read all 5 pages and understand this rental contract, and I am at least 25 years old.

Signed _____ Date _____

Please read, sign, & return this page via mail.

Please read the following rental contract, after reading sign the rental contract and mail or fax back. Please keep these instructions for your information and reference.

Sample

Cancellations:

We require a 45-day cancellation period. Cancellations made prior to the 45 day cancellation period will result in a full refund **less a \$25 cancellation fee**. Cancellations made 45 days or less from your check-in date will be charged as follows:

Cancellations made from between 45 days to within 3 days before the beginning of your stay:	one (1) nights lodging will be charged
Cancellations made within 3 days from the beginning of your stay:	two (2) nights lodging will be charged

The last day you can cancel without being charged a penalty (other than a \$25 cancellation fee) is 06/23/10.

Lodging **\$2,100.00**
Tax @ 10% **\$210.00**
Cleaning Fee **\$ 95.00**

Total amount of stay **\$2,405.00**

Amount of deposit **(\$200.00) – \$200 minimum required to hold reservation**

Balance due for lodging **\$2,205.00 – must be received prior to 06-23-10 (45 days prior to arrival)**

Security deposit due **\$200.00**

(A separate check for the security deposit in the amount of \$200.00 must be sent along with the check for the “balance due for lodging”). The security deposit check will not be cashed and will be returned to you after your stay, assuming all is in order.

Check-in instructions will be sent approximately 14 days prior to arrival.
Final payment must be received 45 days prior to arrival.

Thank you for your reservation! We hope your stay is comfortable and enjoyable. Please do not hesitate to contact us for further assistance in planning your vacation.

Thank You,

Oregon Coast Retreat

Rental Contract

Sample

- ◆ It is understood that this home is privately owned, including the furnishings. Information regarding this home is believed accurate but cannot be guaranteed.
- ◆ Guest(s) shall solely be responsible for any property damage, accident or injury to any person or loss sustained by any person, including loss of money, jewelry and other items of personal property, arising out of Guest(s) use of the premises or the items of personal property provided by the Agent or Owner at Guest(s) request. Guest(s) shall inspect and be familiar with proper use and application of such items prior to using them. Guest hereby agrees to INDEMNIFY and hold the Owner harmless from any and all claims including those of third parties, arising out of or in any way related to Guest(s) use of premises or the items of personal property provided therein. Guest(s) assumes the risk of injury or other losses relating to any recreational activities or equipment and will hold Owner and its Agents harmless with respect there to.

Limitation on Liability: The Owner shall not be liable for special or consequential damages such as, but not limited to, damage to or loss of property or equipment, loss of profits or revenue, cost of capitol, cost of purchase of replacement goods or property, claims for emotional distress, mental suffering or the like, or claims of persons other than Guest. No punitive damages may be awarded against the Owner of the home arising out of this Agreement. The remedies of the Guest set forth herein are the exclusive remedies available against the Owner.

The liability of the Owner with respect to this Agreement or the home and real property covered by this Agreement, or anything done in connection therewith, such as the performance or breach of the Agreement, or maintenance, rental, or management of the house or real property, whether arising in negligence, contract, tort, strict liability, under statute, or under warranty, or otherwise, shall not, exceed the sum of rent collected by the Owner under rental contract giving rise to the claim. Guest acknowledges that this limitation of liability is directly tied to the price charged by the Owner for the home under this Agreement. The Owner does not provide for the cost of primary insurance in the charge, anticipates that Guest will maintain such insurance, and that if Guest elects to reject this limitation of liability, the price to be charged under this Agreement will increase.

ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, and shall not be relied upon by Guest, and are not part of the Agreement. The entire provisions regarding the liability of the Owner in any matter related to this Agreement, are set forth in this writing. **NO OTHER WARRANTIES** are given. This writing constitutes the parties' final and exclusive agreement regarding warranty and liability terms.

Severability: If any paragraph or clause of this Agreement conflicts with applicable law, such conflicts shall not affect other provisions or clauses which can be given effect without the conflicting provision, and to this end provisions of this Agreement are to be severable.

Modifications: The provisions of this Agreement cannot be waived, changed, discharged, or terminated orally, but only by an instrument in writing signed by the party against whom enforced of any waiver, change, discharge, or termination is sought.

Claims: All claims to be asserted under the terms of this Agreement shall be asserted within one year after the Departure Date on the first page of this Agreement. Any controversy or claim arising out of or relating to this Agreement, including, without limitations, the making, performance, or interpretation of this Agreement, shall be settled by arbitration. Unless otherwise agreed, the arbitration shall be conducted in Portland, Oregon, in accordance with the then-current Arbitration Rules of the Arbitration Service of Portland. The arbitration shall be held before a single arbitrator (unless otherwise agreed by the parties). The arbitrator shall be chosen from a panel of attorneys knowledgeable in the field of business law in accordance with the then-current Arbitration Rules of the Arbitration Service of Portland. IF the arbitration is commenced, the parties agree to permit discovery proceedings of the type provided by Oregon Rules of Civil Procedure both in advance of, and during recesses of, the arbitration hearings. The parties agree that the arbitrator shall have no jurisdiction to consider evidence with respect to or render an award or judgment for punitive damages (or any other amount awarded for the purpose of imposing a penalty).

Notwithstanding this provision, the Owner may file action in appropriate small claims court to collect damages within the jurisdiction of that court. Guest agrees that it will not seek a jury trial or otherwise seek to

remove the action from the small claims department. In the event that Guest files a counterclaim, it may not exceed the jurisdiction of the Small Claims Department. If guest has a claim larger than allowed in the Small Claims Department, guest shall initiate an arbitration proceeding as provided herein.

Applicable Law: This Agreement shall be governed by and construed in accordance with the law of the state of Oregon. If any suit or action is filed by any part to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, exclusive venue shall be in the federal or state courts in Multnomah County, Oregon. Nothing in this provision shall be deemed to diminish in any way the obligation of the parties to arbitrate any dispute.

- ◆ The Owner is not and cannot be held responsible for lost or stolen items. A \$10.00 service charge and C.O.D. costs are required if you request us to pick-up and mail any items left in the home.
- ◆ No pets are allowed.
- ◆ Guest understands that in the event the home in which they have a reservation is sold or is no longer being rented, then a full refund including all deposits and cleaning fees will be issued. No other compensation shall be made.
- ◆ **Occupancy and use of premises shall not be such as to disturb or offend Neighbors or Residents. The Agent has the right to terminate this agreement and to ask disruptive Guest(s) to vacate the premises without refunding rent or deposits. Maximum occupancy for this home is 8 (children over 12 months count as a person), if it is found that more than 8 people are occupying the home (overnight guests) guests may be asked to leave without a refund.**
- ◆ Aside from cars parked in the garage, no more than three (3) cars shall be parked within the driveway and/or on the street at any time during the Guest(s) stay. Motorhomes and/or recreational vehicles (RV's) are not allowed to be parked in the driveway or on the street at any time during the Guest(s) stay. Violation of the above vehicle policy shall be grounds for termination of this agreement and Guest(s) may be asked to vacate the premises without refunding rent or deposits.
- ◆ There are no refunds for early departures.
- ◆ Guest(s) shall leave premises in reasonably clean, undamaged condition. If home IS NOT left in suitable condition, Guest(s) understands that the Owner reserves the right to charge guest for any repairs, replacement of damaged items, or special cleaning. In the event guest leaves home in a condition where it is unable to be made ready for the next guests, you may be responsible for lost rental revenue. Upon your departure, you will be expected to take out the garbage, run the dishwasher, start a load of towels and leave the home in a reasonably clean condition. The cleaning fee covers "normal" use, and you will be charged for excessive dirtiness.
- ◆ **ACCIDENTS HAPPEN**, If you have a spill please soak up with paper towels and call immediately and we will tell you how to take care of the spill. Most stains can be prevented if treated immediately and properly. If you have a **baby or small child that wets the bed please provide a waterproof pad to prevent stains on the bedding. If you have an accident in the beds please soak linens in cold water immediately. Please do not wash and dry towels or linens that have been stained – we will treat them.** If you wash our sheets or towels do mix light and dark colors together. Do not wash our comforters, duvets, pillow shams or other items of the same type. If you have any questions concerning laundry please call the number given above.
- ◆ **CARPETS:** Every effort is made to keep the carpets in beautiful condition. Carpets are cleaned after guests leave and you will be responsible for any excessive soiling of the carpet and substantial stains created during your stay. There is spot carpet cleaner in the closet with the other cleaning supplies. Please remove your shoes if they are dirty and clean up after yourself to avoid additional carpet cleaning charges.
- ◆ Please do not take any furnishings outside. Outdoor furniture is kept outside or in the garage will be noted as such. Please do not rearrange the furniture. Inventory is checked before and after your visit.

Sample

- ◆ The Owner makes every effort to make sure all games and appliances are in working order prior to your arrival. In the event there is a malfunction with something inside the home we will make every effort to get the repair work done right away.
- ◆ Guest(s) agrees that The Owner or its agents may enter the premises for the purpose of making necessary repairs or maintenance when deemed necessary by rental agent or owner.
- ◆ We ask that you please do not cook fresh crab inside the house as the odor takes several days in order to dissipate.
- ◆ Local calls in are free. Long distance calls may be made by credit card or collect. Guest will be responsible and charged for any additional long distance charges or fees.
- ◆ Pregnant women are advised not to use the hot tub and children under the age of twelve (12) are not allowed to use the hot tub without direct adult (i.e., over the age of 25) supervision. Cover and snap down the hot tub when it is not in use.
- ◆ **Guest(s) agrees that premises shall not be occupied by more than eight (8) people – if you are found in violation of occupancy numbers, you will be asked to leave and there will be no refund of your rent. Minors (under 18) ARE NOT to be left alone or unchaperoned.**
- ◆ **ABSOLUTELY NO SMOKING IN THE HOME OR ANYWHERE ON THE PROPERTY (INCLUDING ALL OUTSIDE AREAS SUCH AS DECKS, HOT TUB AREA, PATIO AND LAWN). IF THE NO SMOKING POLICY IS VIOLATED, YOU WILL BE REQUIRED TO LEAVE THE HOME IMMEDIATELY AND YOU WILL FORFEIT ALL SECURITY DEPOSITS AND RENT. THE OWNER OR AGENT HAS THE RIGHT TO ENTER THE HOME IF THERE IS REASON TO BELIEVE THE RULES ARE BEING VIOLATED.**

CHECKOUT INFORMATION: Check-in is 4:00 PM and Check-out is 11:00 AM – early check-in or late check-out times may be arranged (when available) with the Owner, for an additional fee. If you arrive early or are not out by check-out time without permission, you are subject to a fee of \$75/hour.

- ◆ You are expected to empty your garbage to the trash cans at the left side of the Garage.
- ◆ All towels and sheets will be laundered when the rental is cleaned after your departure – **we do ask that you start a load of towels upon your departure.**
- ◆ Make sure you have not left any belongings, check drawers, closets and showers. If you happen to leave belongings behind you will be responsible for any costs involved in returning items to you.
- ◆ Remove all of your food from the refrigerator.
- ◆ Please turn off fireplace, TV's, Stereos and all lights and set the thermostat to 65F.
- ◆ Close and lock all windows, doors and blinds.
- ◆ **If you need assistance at any time regarding your rental, please call Mike Maloney evenings/weekend at: (503) XXX-XXXX, daytime:(503) XXX-XXXX, cell: (503)-XXX-XXXX or Lee (local assistant) at (541) XXX-XXXX.**
- ◆ You will not need to checkout with anyone when you leave.
- ◆ **Please remember you have left a security deposit. The home needs to be left undamaged and intact or you will be charged accordingly. Replacement value will be charged on any missing or damaged items – damage amounts are not limited to security deposit amount.**

It is our intent to make your stay as comfortable and pleasant as possible. We hope that you enjoy your visit and will return often.

We welcome any comments or suggestions – e-mail address is: oregoncoastretreat@Yahoo.com and our website is www.OregonCoastRetreat.com