

Beautiful Northwest Lodging

HALL CREEK CABIN RENTAL AGREEMENT Packwood, WA 98361

We hope that you have a great stay in our lodge. Mt. Rainier, Mt. St. Helens, Gifford Pinchot National Forest, and White Pass Scenic Byway (Highway 12) welcome you and have much to offer in the way of wildlife viewing, outdoor activities and scenery! ENJOY!

Please Read, Fill Out (#2 - 5 & 25 and the blanks on the last page), Sign, and Return

In consideration of the monies received and mutual promises, contained herein, the Owner of the subject property does hereby lease and rent to Tenant the certain property described herein and under the following terms and conditions. Lodge information and rental data is set forth on this lease.

1. **OWNERS** Morton Properties, LLC
Dba Beautiful Northwest Lodging
Fred & Marilly Morton
3917 NE 91st Ave
Portland, OR 97220
H: 503-288-0459 C: 503-329-5145

2. TENANT

Name(s): _____
Address: _____
City: _____ State: _____ Zip: _____ Country: _____
PHONE-Home: _____ Work: _____ Fax: _____ Cell: _____
Email: _____

3. **RENTAL PERIOD:** This lease shall commence at 4:00 PM ("Check-In Time") on the arrival day of _____ (Day of Week) _____ date and shall terminate at 11 AM ("Check-Out Time") on the departure day _____ (Day of Week) _____ date, unless terminated at an earlier date in accordance with the provisions of this lease dealing with default. Check with owners for early check-in and late check-out.

EXAMPLE:

3. **RENTAL PERIOD:** This lease shall commence at 4:00 PM ("Check-In Time") on the arrival day of Friday (Day of Week) 6/6/08 date and shall terminate at 11 AM ("Check-Out Time") on the departure day Sunday (Day of Week) 6/8/08 date ...

4. **ALL RENTALS ARE TO FAMILIES AND RESPONSIBLE ADULTS ONLY** (No one under the age of 25). No one under age 18 should ever be left alone in the lodge. This reservation is for a total number of _____ tenants.

5. **FEE TOTAL (See Pay Pal Invoice):** \$ _____ (includes rent, security deposit, cleaning fee, 9.7% WA tax, and 3.1% Paypal fee [if applicable])

6. **PAYMENT:** Payment can be made by check (if time allows). Payment can be made by Visa or MasterCard using Pay Pal through an invoice sent by owner. (3.1% Pay Pal fee will be additional).

7. **DEPOSIT:** \$200 is required and will be held as a security deposit. Security Deposits shall serve as a security for damage/missing items and additional cleaning, *if necessary*, **and is refundable**. Additional cleaning would consist of housekeepers picking up excess trash and cleaning unnecessary stains from carpets or furniture. A list of charges is in the Welcome Book at the lodge. All linens and towels are provided and will be counted before the security deposit is returned. If there are issues after the cleaners inspect the lodge, the fee will be deducted from the deposit and an invoice sent to the renter.

8. **CLEANING FEE** – One time \$90.00 cleaning fee.

9. **CHECK-IN/CHECK-OUT:** Directions will be e-mailed to you prior to your arrival. Check-in time is 4:00 PM (PST). Check-out time is 11:00 AM (PST) (Unless otherwise stated). A key box is provided on the exterior of the home. You will be sent the code to the key box one week prior to your arrival, one week prior to your stay, we will email the address, directions, access information and procedures. The key must be placed back in the key box on your departure (and doors locked). If any key is missing a \$25.00 charge will be withheld from the security deposit.

We are not responsible for the refund of any rental fees for any reason. We recommend the purchase of trip cancellation insurance at your own expense.

www.csatravelprotection.com ~ 1-866-298-6846 or 1-800-711-11997

10. **CANCELLATIONS:** All reservation cancellations are subject to a charge of \$35.00 (31 days or more from your scheduled arrival). 30 days prior to your scheduled arrival, **no refund will be given**, and no refunds will be made for early departures.

11. **TELEPHONE:** A telephone is not furnished. Please include the cell phone number you will have at the lodge after your signature on Page 4.

12. **PETS** are not permitted in the rental property at any time. Violation is grounds for immediate termination with no refunds of rent, tax or deposit. Evidence of a pet will cause the forfeiture of your **\$200** security deposit.

13. **NO SMOKING** in the lodge. You may smoke outside, and ash trays are provided on the front porch and back patio. If housekeeping finds evidence of smoking in the lodge and/or cigarette butts thrown on the grounds, you will forfeit your **\$200** security deposit.

14. **LINENS/TOWELS:** All linens and towels are provided and will be counted before the security deposit is returned.

15. **GRILLING** is permitted only on the back patio. Use of fireworks is prohibited.

16. **FIRE PIT:** You must agree to follow all posted fire pit rules.

17. **HOT TUB:** You must agree to follow all posted hot tub rules.

18. **SAUNA:** You must agree to follow all posted sauna rules.

19. **TERMS OF OCCUPANCY:** The rented property is a private residence and you agree to indemnify the owner for any damage or loss to the property or its contents that occur during your stay. Violation of occupancy limits will result in the forfeiture of all monies and termination of occupancy. We reserve the

right to inspect the property during your stay. Further you agree to refrain from any activity which interferes with the neighbors' peace/property and will observe quiet hours at **10 PM**. Beautiful Northwest Lodging is not liable for inoperable equipment, systems, or appliances, as major repair problems cannot be foreseen. There are no rebates or refunds issued to Tenants for any reason as every good faith effort is made to insure the property is maintained to highest standards. Tenant(s) is responsible for any damage incurred during his occupancy of the premises. Tenant is expected to care for the property as if it were their own. **Tenant acknowledges that unless Owner is notified on day of check-in of any damage or cleaning concerns, then thereafter, all damages or concerns to the property during the occupancy will be Tenants responsibility** and must be reported to Owner and paid prior to departure. Rearranging of furniture is not permitted.

20. **QUIET HOURS** begin after 10 PM. That means that any outside activity (music or socializing) needs to cease at 10 PM and inside music and noise must be kept to a minimum. There are other homes close by that occupy full time residents. A violation of this agreement could result in the termination of occupancy and forfeiture of all monies. Thank you for respecting this rule!

21. **LOCKED AREAS** for which Tenant is not provided a key, such as owner's personal storage areas, are exempt from this lease agreement and are off limits to the Tenant. Forced entry into these areas is cause for immediate termination and Tenant will be charged for damage and/or missing items. If landlord needs access to locked areas during your rental period, they will notify you prior to entrance.

22. **DEFAULT/TERMINATION.** If the Tenant or any member of his party violates any of the terms of this agreement, the Owner may, at the Owner's sole discretion, terminate this lease with no refund of the unused portions of the rents unless the property is able to be re-rented, and may enter the premises and remove Tenant, the members of his party and their belongings. Tenant is notified that they will be subject to an expedited eviction procedure pursuant to the "Vacation Rental Act".

23. **INDEMNITY.** The Tenant agrees to release and indemnify the Owner and its Agent from and against all liability, should anyone be injured upon the premises during the term of the lease, resulting from any cause whatsoever, except in the case of personal injury caused by the negligent act of the Owner, his Agent or the Agent's employees.

24. **IN THE EVENT** that the Owner is unable to deliver said property to Tenant under this lease agreement prior to occupancy because of fire, eminent domain, act of nature, double booking, delay in construction or any other reason whatsoever, Tenant hereby agrees that Owner's sole liability as a result of these conditions is a full refund of all consideration previously tendered by Tenant.

25. **OCCUPANCY RATE.** The Tenant must disclose the names and ages of their party below. Your rate is based upon this number and any violation of that will result in immediate eviction. You can change the amount of occupants by calling Beautiful Northwest Lodging before your reservation date. The maximum number of people that can occupy the lodge is 8. ***Occupy means overnight sleepers and daytime visitors***. This lodge is not to be used as a meeting place for friends and family for reunions, parties or any other type of meetings unless disclosed to Beautiful Northwest Lodging at the time of reservation. Violation of this agreement will be the cause for immediate eviction.

Please list the occupant's full names and their ages (please print):

Name	Age
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

- 6. _____
- 7. _____
- 8. _____

THE CONTRACT IS BOUND UPON THE RECEIPT OF PAYMENT AND/OR THE SIGNATURE OF THE TENANT

Tenant certifies with his (her) signature that all members of their group are either part of a family group or group with responsible adults over age 25. Violation of any number of provisions of this paragraph may result in the termination of the rental agreement, immediate removal from the premises, and forfeiture of all money paid.

Thank you for choosing Beautiful Northwest Lodging for your vacation. We are confident you will return, and recommend us to others. We hope you have an enjoyable experience while vacationing in the area. Its many amenities provide a real enhancement to your stay. Please carefully review the regulations above, sign and fax to 503-526-2865 addressed to Fred Morton. This document shall serve as the complete agreement between Tenant and Morton Properties, LLC, property owner of Hall Creek Cabin.

This is to certify that I have read, understand, and agree to the rental terms and regulations as printed above. I certify that I am solely responsible for all damages to the property while during the rental period stated above. Further, I certify that I am over 25 years of age and I will be one of the occupants during the rental period stated above.

THIS WILL BE A VACATION RENTAL AGREEMENT UNDER THE LAWS OF THE STATE OF WASHINGTON. THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THIS AGREEMENT ARE DEFINED BY LAW AND INCLUDE UNIQUE PROVISIONS PERMITTING THE DISBURSEMENT OF RENT PRIOR TO TENANCY AND EXPEDITED EVICTION OF TENANTS. YOUR SIGNATURE ON THIS AGREEMENT, OR PAYMENT OF MONEY OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THE AGREEMENT, IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO USE THIS PROPERTY FOR A VACATION RENTAL.

Tenant's Signature _____

Tenant's Name (print please) _____ Date _____

Cell Number you will have at the Cabin: _____

Send contract with check or fax this signed contract to:

Fred Morton Fax: 503-526-2865

Or scan and email to marilly@bnwlodging.com

Revised 12/05/2009