

Beautiful Northwest Lodging

BUGLING ELK BUNGALOW RENTAL AGREEMENT

Packwood, WA 98361

We trust you will enjoy your stay in the bungalow. 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!

Please Print, Read, Fill Out (#2 – 5 and 24 with ALL tenant names, ages and vehicle information), initial the bottom of every page (indicating you read and agree), 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. Bungalow information and rental data is set forth on this lease.

1. OWNERS: Fred & Marilly Morton / dba Beautiful Northwest Lodging

3917 NE 91st Ave, Portland, OR 97220

H/O: 503-288-0459 C: 971-275-5243 (Marilly) C: 503-329-5145 (Fred) Fax: 503-575-2414

2. TENANT Name(s): _____

Address: _____ City: _____

State: _____ Zip: _____ Country: _____

PHONE-Home: _____ Work: _____ Fax: _____

Cell: _____ email: _____

EXAMPLE:

3. RENTAL PERIOD: This lease shall commence at 4:00 PM ("Check-In Time") on the arrival day of Friday (Day of Week) 6/6/15 date and shall terminate at 11 AM ("Check-Out Time") on the departure day Sunday (Day of Week) 6/8/15 date ...

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.

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 bungalow for any reason. This reservation is for a total number of _____ tenants.

5. FEE TOTAL (See Payment Request): \$ _____ (includes rent, security deposit, cleaning fee, 9.698% WA state lodging tax.

6. PAYMENT OPTIONS Electronic bank transfer (time allowing) or Debit/Credit Card through VRBO/HomeAway following a payment request sent by owner

7. CLEANING FEE: The one-time cleaning fee includes: dusting, sweeping, mopping, vacuuming, scrubbing the bathrooms, making beds, and laundry, though for time sake, you agree to **START** one load. You should pick up all your own trash.

_____ initials

8. A SECURITY DEPOSIT is required and **refundable**, provided there is no damage, missing items, excessive cleaning or other violations. Excessive cleaning would consist of: 1. Housekeeper completing basic check-out procedures listed in the Welcome book AND driving directions sent prior to arrival. 2. Picking up trash inside or out. 3. Cleaning stains from carpets or furniture. 4. Returning kitchen to its original condition, etc. Whatever issues arise, the fees will be deducted from the deposit and the remainder sent to the Tenant.

9. CHECK-IN/CHECK-OUT: Check-in time is 4:00 PM (PST). Check-out time is 11:00 AM (PST). Approximately one week prior to arrival, an email will be sent with driving directions, the code to the key box, and procedures. The keys must be returned to that box upon departure, with all doors and windows closed and locked. If any keys are missing a \$25.00 charge will be withheld from the security deposit.

10. CANCELLATIONS: All reservations canceled 31 days or more from date of occupancy, are subject to a cancellation fee. For reservations canceled 30 days or less prior to occupancy, **no refund will be given** for any reason, and include: early departures, acts of God, nature, default/termination, weather or weather-related situations, mechanical failure, ski or golf conditions, power failures, family feuds, death of the family dog, etc. We are not responsible for the return of any rental fees for any reason. We recommend the purchase of trip cancellation insurance at your own expense. Information follows:

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

11. PETS are **NOT** permitted **IN** or **ON** the rental property at any time! Any violation is grounds for immediate termination, with no refund of any kind, and evidence of a pet will cause the forfeiture of your **ENTIRE** security deposit.

12. NO SMOKING (legal or illegal) IN the bungalow!!! You may smoke outside, with the windows and door closed. Ash trays are provided on the front porch. If housekeeping finds evidence of smoking **IN** the bungalow and/or cigarette butts thrown **ON** the grounds, you will forfeit your **ENTIRE** security deposit.

13. LINENS/TOWELS/BLANKETS: All linens, towels, throws and blankets are provided and will be counted before the security deposit is returned. Do **NOT** remove ANY blankets, throws, sheets, towels or rags from the bungalow or its property for any reason. If you plan activities away from the property that need these items (i.e. swimming, boating, picnics, etc.), be sure to bring your own, and do **NOT** take blankets outside for any reason, especially by the fire.

14. SEXUAL ENHANCEMENT cream/oils/ointments & massage oils are **NOT** permitted **IN** or **ON** bedding or furniture. These items stain wood surfaces. Linens and fabrics require multiple treatments and repeated laundering, which is excessive, and not covered by your cleaning deposit. If your visit requires the use of such items, please **BRING** and **USE** your own bedding. If we find our linens with these products on them, we will withhold their cost of replacement from your security deposit.

15. GRILLING is permitted. **FIREWORKS** are prohibited.

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

17. HOT TUB: You agree to follow all posted hot tub rules, including **NO** fragrances added to the water.

18. 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 and better.

Tenant acknowledges that unless Owner is notified on day of check-in of damage or cleaning concerns, then thereafter, all damages or concerns to the property during the occupancy will be Tenants responsibility and will be reported to Owner and damages withheld from the security deposit.

_____ initials

!!!REARRANGING FURNITURE AND/OR ELECTRONIC EQUIPMENT IS NOT PERMITTED!!!

19. QUIET HOURS begin after 10 PM. That means noise (music/hot tub/fire pit) must be kept to a minimum or outside activity **MUST** go inside after 10 PM. There are other homes close by with full-time residents. A violation of this agreement could result in the termination of occupancy and forfeiture of all monies. Thank you for respecting others!

20. LOCKED AREAS, for which Tenant is not provided a key, such as owner’s personal storage areas, are exempt from this lease agreement and 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.

21. 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 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".

22. 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.

23. 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.

24. OCCUPANCY RATE: The Tenant must disclose the name and ages of their party below. Your rate is based upon this number and any violation will result in immediate eviction. The maximum number of people that can occupy the bungalow is 6. *Occupy means overnight sleepers and daytime visitors.* The bungalow is not to be used as a meeting place for friends and family 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 tenant’s full name and age (please print):

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

Vehicle Information: Include the year, make, model, color, license plate number and state of origin for all vehicles you intend to have at the bungalow.

1. _____
2. _____
3. _____

Bugling Elk Bungalow has only 2 designated parking spaces right in front of the house, 3 if you pull close to the fire pit across the road. Because we have neighbors farther up the road, you agree to never prevent vehicle ingress/egress.

_____ initials

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 trust you will have an enjoyable experience vacationing in the area. Its many and varied activities provide a real enhancement to your stay. Please carefully review the regulations above, before signing. This document shall serve as the complete agreement between Tenant and Frederick & Marilly Morton property owners of Bugling Elk Bungalow.

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 _____

A **TELEPHONE** is **NOT** provided, and not all cell phones work in Packwood (Verizon/US Cellular/Nextel do). Regardless, please include the cell phone number/numbers you will have at the bungalow. There are pay phones at Blanton's Market in Packwood, which is .3 of a mile from the Bungalow.

Cell Number you will have at the bungalow: _____ or

_____ or _____

RETURN via Adobe Send for Signature or FAX to: 503-575-2414 or SCAN and EMAIL to: marilly@bnwlodging.com

Beautiful Northwest Lodging is a DRUG FREE ZONE - ILLEGAL DRUGS are not permitted on the premises at any time, including anything that is ingested, injected or inhaled (see NO SMOKING above).

Revised 06/01/15