



Official website: www.SummerhurstRetreat.com | Email: reservations@SummerhurstRetreat.com
Phone: +1(253) 655-7435 | Fax: +1(888) 511-4258

Rental Agreement

This is a legally binding contract ("Agreement") between all guests who enter the property ("Renter(s)") AND [Summerhurst Retreat, Inc. ("SR"), a corporation, its officers and employees]. SR is a private home, so all guests on the property must follow the property rules and guides at all times.

RENTER REQUIREMENTS AND SCREENING: SR cannot rent to people who intend to or are likely to be loud, disorderly or disruptive, or hold any large events or parties. A primary Renter is usually at least twenty-five (25) years of age or older. At least one Renter must sign this Agreement and be pre-approved prior to rental confirmation. Approval requires providing a copy of a government-issued photo identification and all information outlined on the last page.

>>>WRITE IN HERE>>> **Arrival Date:** **Departure Date:** **# of nights:** **# of guests:**

CHECK-IN TIME: 4:00 PM PST (or later) on arrival date. CHECK-OUT TIME: 10:00 AM PST (or before) on departure date. No early check-ins or late check-outs are permitted without prior written approval. No refunds will be given for shorter stays once within cancellation period or after arrival.

FEES: All amounts are in U.S. dollars. Various **website booking systems** (ex. www.homeaway.com, www.vrbo.com) are used as method of payment. For a complete list, please contact SR. For bills not addressed by an approved booking system, certified checks are preferred; otherwise, for personal checks, SR will wait 3 weeks post-deposit to verify funds before marking payment as paid.

CLEANING FEE: Renter(s) must pay a non-refundable "cleaning fee," as indicated by the booking system, at time of booking. Linens and towels are provided for rental use. During your stay, you can request a cleaning at additional fees using only SR housekeepers scheduled by management. For rentals greater than 14 days, SR may require an approved housekeeper to provide a during-stay clean.

RENTAL RATE FEES: At booking, Renter(s) must pay the total "Rental Rate Fees" per each night, as indicated by the booking system, per specific time period. Please note that various website booking sites and official webpage may have differing prices due to differing administration fees. Throughout the seasons, different reservation length minimums will be in effect as well as differing nightly rates. No long-term renters (beyond twenty-eight (28) successive days) are allowed. A discount of 10% is included in the "per week" price (7-days or greater).

PET FEES: All pets (Renter's and their guest(s)) must be pre-approved by SR before they are allowed on property. Renter(s) must pay non-refundable "Pet Fees," as indicated by the booking system, for the first pet and each additional pet during the stay.

DEFINITION OF DAMAGE: Renter(s) agree that they are receiving the property, house, furniture and equipment, as outlined in the web page listing descriptions, photos, and per most current "Condition check list" (web link will be provided in an email). Renter(s) are encouraged to check that all such items in property are in working order and must let management know of any issues by arrival date. Damage is defined as: leaving the rental or property not in "like" or "same" condition as received, damage beyond normal wear and tear, theft, loss, and/or destruction of property, house or its contents. Damage includes, but is not limited to: collection of rents and fees rendered during the stay; pet refuse left on property; pet damage to property or furniture; scratches, carvings, dings, dents, stains, or permanent damage to property, house, contents furniture, equipment, linens, etc.; for any extra housekeeper or agent labor costs beyond cleaning fee (ex. extra cleaning, moving objects, additional hot tub cleaning and/or draining, etc.); using an open-flame inside the home other than fireplace, such as candles, cigarettes, pipes, e-cigarettes, etc. (as inferred by cleaning staff or a reasonable person); cleaning up cigarette butts; eviction related costs; unapproved pets, extra guests, and/or events; failure to alert SR to obvious needs for repairs and or maintenance (according to a reasonable person) and the result led to damage to home or property; and any other cost incurred by SR due to Renter(s) stay and/or use of the property. Guests are allowed 1x 32 gallon bag of trash each stay, each additional bag charged by waste service will be \$5 plus tax.

DAMAGE DEPOSIT: Renter(s) must pay a "Damage Deposit," at time of booking. By fourteen (14) days after check-out, the **Damage Deposit will be returned, minus any "Damage"** (as reported to SR or seen by them or their agents) or other fees according to this Agreement. A written receipt will be provided for any deductions.

EXTRA GUEST AND EVENT FEES: When greater than five (5) guests stay the night, Renter(s) are required to pay a non-refundable "Extra Guest Fee" per each additional guest, per each night. SR reserves the right to deduct these fees from the damage deposit if at any point, during any day, that greater than the number of paid guests was exceeded and not previously paid for, so renters are encouraged to get permission for each day use guest. Management may approve exceptions or price reductions for getting pre-approval before larger daytime events.

TAX: The current sales tax rate (ex. 8.6%) will be added to all non-refundable fees and direct costs (ex. damages, labor, etc.).

CANCELLATIONS AND REFUNDS: Each website booking system may have its own policy with regards to cancellation period and when any refund amount is paid back, and SR will utilize the applicable system's policy. No oral cancellation requests are accepted. SR will respond to any cancellation emails within 1-2 business days, therefore it is responsibility of Renters to obtain cancellation confirmation email. No other monetary refund (or "rain check") will be provided for any reason, including but not limited to: dissatisfaction, weather, natural disasters, power outage, transportation issues (ex. ferry inoperability, road conditions, etc.), health issues, neighbor issues, noise, non-working items in property, or other 'acts of God.' Travel insurance (ex. TravelGuard.com) is recommended to cover your cancellation needs.

VRBO.com's cancellation and refund policy is: Bookings canceled at least sixty (60) days before the arrival date will receive a full (100%) refund of any paid monies, otherwise no refund is provided. Cancellations must be made in writing (email) by 12:00 PM CST (Central Standard Time) on the appropriate day.

RESERVATION DEPOSIT: Renter(s) must pay 100% of "Reservation Deposit," at the time of booking, which is defined as the sum total of: all Rental Rate Fees for the rental length, Cleaning Fee, Pet Fees, Extra Guest Fees, Event Fees (if charged), Damage Deposit, and Tax.

WELCOME EMAIL: After booking is paid in full and by 14 days before rental, Renters will receive a welcome email outlining the property address, transportation instructions, the unique alarm passcode for their stay that is given to no other person, exterior and interior garage door codes, the Property Rules and Guides, and a web link to the "condition check list." No physical keys are necessary.

DISCOUNTS: Any discounts will be in writing from SR, will be subject to their approval, have no cash value, and may be cancelled at any time.

MISCELLANEOUS: SR reserve the right to pursue Renter(s) financially, and potentially criminally, for any and all damages, including but not limited to: replacement and shipping and handling costs, labor costs, administrative costs, attorney fees, legal and court expenses, debt collection related fees, etc. Renter(s) must not attempt to seek refund or dispute any charge with website booking company, credit card company, or other payment entity ("charge backs," "voids" or allege "false charges") for any service received or any fee charged in good-faith and in accordance to this Agreement or policy, and if they do so, then all fees according to this Agreement are actual damages and immediately owed as liquidated damages.

CHANGES TO FEE POLICIES: SR reserve the right to make corrections for errors or omissions on any price descriptions at any time, and to change fees prior to the Reservation Deposit paid in full. In general, the official website www.SummerhurstRetreat.com will list the standard fees.

SOME IMPORTANT PROPERTY RULES

For more detailed rules and guides and to learn how to use the home and appliances, please read the Property Rules and Guides document (which will be emailed). The property is impacted by a Covenants, Conditions and Restrictions (CC&R) agreement, which requires good neighborly conduct.

OCCUPANCY: Maximum nightly occupancy is twelve (12) persons. Airbeds/air mattresses may be provided for individuals not sleeping on fixed beds, however SR must be notified at least 7 days in advance of arrival date, otherwise a charge may be required to send housekeeper to house.

QUIET USE: No offensive activity or action, which may become a nuisance to neighbors, shall be carried out on the property. No loud parties, music, animals, screaming children, instruments, or disc jockeys are allowed. **Quiet hours are 10pm-8am. Complaints may result in eviction.**

NON-SMOKING PROPERTY: No pipes, cigarettes, cigars, electronic e-cigarettes, candles, or flame producing items may be used inside the home or outside the home at any time. Due to extreme fire hazards, the property is designated as completely non-smoking.

OUTDOOR WOOD FIREPLACE, INDOOR PROPANE FIREPLACE AND BBQ PROPANE GRILL: Renters are responsible to read Property Rules and Guides for outdoor wood fireplace (including making sure to check if burning is allowed by King County), indoor fireplace and grill. At all times, a responsible adult must supervise. Renters agree they are financially responsible for emergency personnel fees and for fire, smoke or fire sprinkler water damages. The smoke and heat sensors will automatically notify SR management of smoking inside the house or if they are tampered with. BBQ will be unavailable during rainy months (approx. November through April).

PET RULES: Due to allergens, **cats (felines) are not allowed.** Prior to Check-in Time, **SR will need to approve each pet at their sole discretion. Pets are not allowed on the furniture at any time. If pets are left unattended, they must be placed in closed kennels or cages atop tiled floors with rags placed underneath to prevent scratches.** Renter(s) must curb pet noise. Pet owners are responsible to **clean up pet waste.** No "vicious or dangerous animals" with any tendency to attack are permitted. **Please consider filing down dog nails and using caps (see "Soft Paws" on Amazon.com)** as scratching related damage does not constitute normal wear and tear. Please only use guest shower (downstairs) with hair trap to bathe pets. All pets must be up to date on typical vaccinations and flea medication. Guests assume responsibility for any illness, injury, or death that may incur to pets or for any attacks on neighbors or their pets. Pet medical insurance is advised.

GAZEBO AND HOT TUB RULES: MINIMUM TEMPERATURE IS 98°F. All individuals who enter Gazebo agree to follow these rules and understand procedures in the Property Rules and Guide. No greater than 6 people (or 1,500 lbs.) can be in the gazebo at any time. **A \$250 hot tub drain and clean fee will be charged for an unclean hot tub. It is strongly recommended that before using hot tub, everyone take a cleansing shower. Do not use any deodorants, oils, lotions, etc. without showering first.** No pets or shoes are allowed in hot tub. If you have a communicable disease or have been ill with diarrhea or vomiting in the last 2 weeks, have difficulty with bladder/renal control, or are under the influence of alcohol, drugs, or medications, hot tub use is not permitted. People with heart disease, diabetes, high blood pressure, skin sensitivities or allergies, and women who are or may be pregnant are advised to consult a physician before using hot tub. Children under age 6 are not permitted to use the hot tub. If you develop sensitivities, please either reduce or discontinue use. People with seizure, heart, or circulatory problems should consult with a doctor. **No food or drink (other than water) or glass is allowed.** It is recommended that users limit use to 15 minutes daily. Maximum hot tub temperature is 104°F. Guests understand that any temperature different from standard body temperature (ex. 98.6°F) may result in serious health conditions, possibly death. No lifeguards will be present. All individuals less than 18 years of age must have responsible adult supervision at all times. Never use the tub alone or place electrical appliances near the water. **No loud sounds, radios or music in gazebo area!** No running or rough playing. Never walk or climb on the hot tub cover. **Never use the breaker to turn off the hot tub, unless it is an emergency** (tub is supposed to remain ON and at 98°F). For any life-threatening emergencies, call 911. Never play with or force any jet, button or lever (use a gentle approach) and monitor children. **Getting out and resetting:** Turn off both jet zones (1 & 2), hot tub lights, and **adjust the temperature to 98°F.** Replace the cover, and make sure it is positioned well. Turn off gazebo lights. **Any damage to hot tub, cover, or gazebo will be charged.**

CABLE, INTERNET AND PHONE: Dish cable television (200+ channels) and high-speed satellite internet (with Wi-Fi) are provided. Sometimes due to electronic issues, they may need to be reset by housekeeper. **Telephone service is not provided. By renting this property, Renter(s) agree that they have a working mobile phone for emergencies.** Free Google Voice or Skype (Wi-Fi) are free options for making phone calls over Wi-Fi.

A CULTURE OF GIVING (Donations): If certain consumable items (e.g. kitchen products (cooking oils, seasoning and herbs, etc.), shampoo, conditioner, body wash, bleach, detergent, dryer sheets, firewood or kindling, etc.) are available at the property for guest use. The rent covers everything except these items, so please provide a cash, check or PayPal donation. Cash box will be provided at the home. The PayPal link is on official website (see bottom of web page <http://www.summerhurstretreat.com>). No donation amount is suggested. For kitchen products, Renters may leave their recently purchased, non-perishable, unexpired and safe items in the fridge at departure. No milk-based products or opened food packages are recommended. Please use your best judgment or ask.

WASHING MACHINE, DISHWASHER AND LEAKS: Never leave washing machine, dishwasher or plumbing fixtures unattended while in use, or windows open while it is raining, as they may be potential leak hazards. Be cognizant of any water leaks, and promptly report issues to SR. **Please**

immediately alert SR or housekeeper for instructions on how to turn off the water main (in locked basement area) in the rare event of a leak or activated fire sprinklers.

PLUMBING AND SEPTIC SYSTEM: Please use hair trap/strainers to prevent hair and other debris from clogging the drains. Renters are required to unclog any drain that they clogged (using “snakes” in closet – call for help). If plumbers are called out, Renters are financially responsible for full bill. **The house is on a sensitive septic system. Do not use showers, sinks or toilets to dispose of: food scraps, coffee grounds, grease or cooking oil, trash, chemicals, medications, plastics, facial tissues, paper towels, tampons, sanitary napkins, dental floss, disposable towels or diapers, condoms, cleaners, paint, or hazardous chemicals. Use the garbage disposal sparingly (large amounts of food can be damaging to system).**

PARKING: Parking is limited to 4 vehicles – **NO PARKING IN GARAGE.** Under no circumstances are cars to block the neighbors’ driveways. Any illegally parked cars are subject to towing at Renters expense. No R.V.’s, trailers or any vehicles in excess of 8,000 lbs. gross weight are allowed.

WOOD DECKS AND LANDSCAPING: Wood decking may be slippery or dangerous when wet, iced or if moss- or algae-covered. Please walk with care and use handrails. Please use care walking around the landscape. Please alert SR for any issues.

SECURITY SYSTEM: The house has a monitored security system, including always-on smoke/heat and carbon monoxide detectors. Please arm the alarm system whenever leaving the house. Renter(s) are financially responsible for stolen items during their stay and any emergency personnel fees incurred to respond to a security alarm. Do not use the “call out button” as personnel may not be called. Additionally, digital cameras may record the inside of garage and exterior of the property at all times. Individuals present in these spaces consent to digital recording of themselves.

NO EARLY CHECK-IN OR LATE CHECK-OUT: Without written approval, Renter(s) and guests are not allowed on the property or driveways prior to the Check-in Time or after the Check-out Time. Due to schedule issues, please ask for exceptions far in advance.

BUSINESS USE: Guests must not conduct business on the property at any time (i.e. selling items, having clients and/or receiving monies).

TRANSFERS AND SUBLETTING: Renter(s) cannot contract, transfer contract, sublet, resale, or collect monies for use of the property or equipment.

MAINTENANCE ACCESS: It is the Renter(s) responsibility to notify the managers immediately for any imminent damage to the house or urgent need for repairs or maintenance (according to a reasonable person). SR or their agents shall be allowed to access the rental for maintenance and repair. SR will first attempt contact with Renters prior, but if Renters are not immediately available, SR or its agents reserve the right to enter at any time.

MISCELLANEOUS: No illegal activities shall occur on the property and no illegal substances/drugs shall be brought on the property. No items are permitted to be taken off the property. No livestock, including horses, shall be kept on the property at any time.

LEGAL DISCLAIMERS SECTION

FALSE RESERVATIONS: If Renter provides false information at booking or prior to rental, he/she may be subject to forfeiture of all fees paid and be subject to immediate eviction. **VIOLATIONS AND EVICTIONS:** Renter(s), or their guests, who grossly violate policies contained within Agreement, or recklessly damage the property or its contents, may be subject to immediate eviction without any refund and possible criminal charges. SR reserves the right to pursue any and all damages and costs for evictions of Renter(s) and their guests in a court of law. SR may utilize law enforcement to levy trespassing charges if individuals do not comply with an immediate eviction notice. A sheriff lives near to the home. **BILLS FOR DAMAGES:** All signed renters assume full responsibility and SR will not enter into or engage in any disagreements amongst renters for payment of any bills. Renters will be provided a maximum of 30 days to pay in full for any damages beyond the damage deposit before suit is brought. **EVIDENCE:** By being present on property, guests agree that digital video recordings may be used as evidence in any disputes. **RIGHT OF CANCELLATION:** SR reserves the right to cancel or refuse the rental for any issue and SR may cancel this rental Agreement at any time, for any reason, before the arrival date. **MODIFICATIONS AND AMMENDMENTS:** This Agreement may only be modified or amended, if in writing and mutually agreed to by all parties. All previous oral and written agreements between Renters with SR or its agents are hereby voided. **ENFORCEABILITY:** If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The failure of SR to enforce any provision of this Agreement shall not be construed as a waiver or limitation of SR the right to subsequently enforce and compel strict compliance with every other provision of this Agreement. **MEDIATION AND APPLICABLE LAW:** It is preferred by SR, that all claims first be mediated/negotiated via a written notice (email) and that parties attempt to negotiate for a maximum of 7 days from first notice. For all unsettled claims, they shall be entered into applicable court of King County, Washington. This Agreement is subject to Washington State Law. **MAILING ADDRESS:** Summerhurst Retreat, Inc., PO Box 19546, Sacramento, CA 95819. **SIGNATURES:** Electronic signature (DocUSign), faxes and copies are to be interpreted as same as an original signature.

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT: Renter(s) are encouraged to purchase vacation rental insurance (ex. TravelGuard.com), with medical insurance option, prior to the arrival date. SR, including any of its officers or employees, owners of rental property, and approved house cleaners and contractors (hereby termed the “Releasees”) are not responsible for any accidents, injuries, illnesses, any deaths of any person or pet on the property, nor are they responsible for any loss of Renter or guest property, personal belongings, or valuables. The alarm system records and timestamps who enters the home and when, and so utilization of the system at all times will protect renters. In consideration for entrance onto property, Renter(s), for him/herself, his/her guests, visitors, children, heirs, and next of kin, acknowledges, agrees, and represents that he/she has or will immediately upon entering, and will continuously thereafter, inspect property, house and equipment, and continued presence constitutes “inspection” with his/her acknowledged “safety” as such. If at any point, a person determines the property or items contained within are unsafe, 1) all persons must immediately vacate; 2) contact the necessary emergency personnel (call 911); and 3) contact SR management to inform them of the issue (call and email). **All persons who access the property hereby releases, waives, discharges, and covenants not to sue Releasees for any and all damages, including those related to emotional distress, illness, injury, or death, of any person or pet, or any damage, destruction or loss of personal property.** Renter(s) acknowledge that they have read and understood that they assume all personal and financial risk for this rental and their guests. It is Renter’s sole responsibility to have guests sign this rental agreement to offset their own financial and legal liability.

AGREEMENT: By signing below, Renter(s) agree that they have read, understood, and agree to all statements and provisions contained within this Agreement, and to faithfully and to the best of their ability, follow the Agreement and Property Rules and Guides. By signing below, Renter(s) agree that they have read, understood, and agree to the Waiver of Liability and Hold Harmless Agreement. By signing below, Renter(s) acknowledge they will review the “Condition check-list” on their arrival day and will notify SR of any discrepancy. The agreement is hereby executed once “Reservation Deposit” has been paid in full.

We, the below, agree as “Renter(s)”: (Instructions: Please initial each page and sign below. Please fill out the next page as well.)

Print name: _____ Date: _____ Print name: _____ Date: _____

Signature: _____ Signature: _____

<For greater than two signers: Please duplicate this contract in full and provide to those wishing to initial and sign, and submit all copies>

ADDITIONAL INFORMATION

INSTRUCTIONS:

- A) Return this Agreement to SR, by way of DocUSign or email/fax
- B) Provide a photo/scan of Primary Renter's current unexpired government-issued identification or driver's license, by way of email/fax.
- C) Complete all the below sections. If a section is not applicable, please write "N/A."

1) **Contact Information for Primary Renter: Please provide home address, phone and email.**

2) **Pets: At any point, do you expect pets to be brought onto the property?** Please describe type, breed, weight, any behavioral or medical problems, and any known aggressiveness.

3) **Extra Guests: At any point, do you expect greater than the number of paid guests? Any planned parties?** Describe dates and headcount.

4) If having more than 5 guests, **what is your preference for beds?**

Permanent beds: 1x King, 1x Queen, 1x Twin, 2x Twin bunk beds.

Optional (choose): 2x Twin airbeds and 2x Queen airbeds.

Note: *If not requested prior to seven days before the rental, then a fee to send out the housekeeper to set up airbeds may be deducted from damage deposit.*