

HURRICANE RIDGE

AN EXCLUSIVE, MOUNTAINTOP ESCAPE

“Hurricane Ridge” VACATION RENTAL AGREEMENT

PAYMENTS:

By booking this property, you agree to the terms of this rental agreement. Balance, as defined by emailed invoice, is due within 48-hours upon booking a reservation in order to be guaranteed desired dates. Upon notification of a returned check, payment and a \$25 service charge must be paid immediately by certified funds or money order to prevent reservation cancellation.

CANCELLATIONS:

Must be in writing or sent electronically and received by owner. A confirmation email will be sent at the time the cancelation is processed. If confirmation is not sent, the reservation will remain valid and all terms will still apply. Travelers who cancel at least 60 days before check-in will get back 100% of the amount they have paid. Guests who cancel between 30 and 60 days before check-in, will receive back 50% of funds paid to that point. Otherwise, no refund will be.

DAMAGE DEPOSIT:

A \$500.00 damage/security deposit is required. (FYI: There is also a low-cost property protection insurance policy available to you through the reservation site.) The damage/security deposit is refunded after the property is inspected and inventoried. Additionally, property must be left in the same condition as it was found upon arrival.

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There is a cleaning fee, but a portion of the deposit may be withheld if the following are not performed upon departure:

Remove all trash from cabin.

Put all dirty dishes in dishwasher & start cycle.

Place used bed sheets in laundry room.

Arrange furniture back to original arrangement - if applicable.

Place used bath towels in laundry room.

Please do not remove pillow shams.

The best rule of thumb is to treat the property as if it were your own. All unnecessary expenditures incurred to the property during the duration of this agreement may be charged to the security deposit. The remaining refund will be returned no later than 14 days following your departure, along with an itemized receipt of any charges. Should damages exceed security deposit, signer understands that they are responsible for that overage.

OCCUPANCY RESTRICTIONS:

Tenant acknowledges that he/she will personally occupy the property for the entire lease period and will not sublet any portion of the property. Occupancy restricted to the maximum occupancy as set forth in this lease. Occupancy and use of the premises and common areas in such a fashion that disturbs or offends other guests or residents shall be deemed a violation of the lease. We wish you to have an enjoyable vacation, but you must respect the rights of other guests, residents, and neighbors. The home has a maximum of 16 guests. Renters who exceed the occupancy limit and falsify information at the time of reservation are subject to eviction. The primary tenant must be 26 years of age or older. Violation of any of these terms shall give right to termination.

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NO PETS ALLOWED EXCEPT BY PERMISSION FROM MANAGEMENT:

Management will allow no more than two (2) pets. If management agrees to allow particular pet in question, there is a \$150 non-refundable pet fee. Pets must be crated when not under direct supervision. Clean up after pet if they use bathroom in flower beds, walk ways, or close to house.

PARKING:

Additional parking is available at barn. Any trailers should not block entrance/exit from driveway but should instead park at barn. Barn parking is accessible via second gate or from driveway.

CHECK-IN / CHECK-OUT TIMES:

Check-in time is 4:00 PM. Check-out time is 10:00 AM, unless special arrangements have been made and agreed to by management. At the expiration of this lease, Tenant agrees to surrender possession of property without delay. Property shall be returned in the condition it was upon commencement of this lease, normal wear and tear, act of God and/or other causes over which Tenant has no control accepted. Please leave door unlocked upon departure.

PROPERTY:

A) Extras: TV's, Pool Table, Fire Pit, internet access, etc. herein called "extras" in leased property are supplied as a convenience for Tenant's and guests' use. In the event of a malfunction of "extras", Tenant agrees to notify Management and Management will have the "extra" repaired as quickly as possible. Tenant also agrees to notify Management of malfunction of any appliances and/or air-conditioning unit. Tenant understands that there will be no refund for malfunction of "extras", appliances, or a/c units during stay.

B) Locked or Restricted areas are exempt from this lease and are off limits to the Tenant and Tenant's guests.

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C) If, during the term of this lease, should the property become uninhabitable without fault or negligence of the Tenant, this lease shall terminate, and the Tenant shall pay the portion of the rent until the time of such incident. Tenant shall be entitled to a refund from Management of the prorated rent for each night that the Tenant is unable to occupy the property. Tenant shall not be entitled to any refund due to unfavorable weather or disruption of utility services after occupancy.

TENANT:

A) Tenant agrees to inspect the property upon arrival and report any weaknesses that may result in injury to their family or guests. Additionally, Tenant agrees to report any items broken during their stay.

B) Tenant is responsible for any damages to the property resulting from their or their guests' accident or negligence during the term of this lease.

C) Personal property of Tenant in said premises shall be and remain at their sole risk. Management shall not be liable for any damages to or loss of such personal property arising from any acts of negligence of any other person from a leaking roof, from bursting, leaking or over-flowing of water from heating or plumbing fixtures, from the handling of electric wires or fixtures, or from any cause whatsoever. Neither shall the Management be liable for any injury to the Tenant or others in or about the premises. The Tenant expressly agrees to hold Management harmless for any injuries, accident or otherwise, that may be suffered upon the premises for any cause whatsoever during the term of this contract.

D) Management is not responsible for any items left behind but will make every effort to locate items and return them promptly, with shipping costs to be subtracted from security deposit.

E) Due to the proliferation of cell phones, there is no land line available at this property. Tenant acknowledges this and makes provisions for personal communication needs. There is adequate cell phone reception.

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F) Tenant agrees that Tenant and Tenant's guests will refrain from causing disturbances: loud music or other loud noises after 11:00 PM on any part of premises, and violating any local, state, and federal laws.

DISCLOSURES:

A) By reserving property, Tenant authorizes Management to deposit advanced reservation money or tenant has already locked in requested dates with a credit card payment.

B) In the event Management cannot provide the premises in a fit and habitable condition on the date the Tenant is to take possession, Tenant shall be entitled to a full refund.

C) Tenant's damage deposit may be applied to actual damages caused by the Tenant or Tenant's guests as permitted under state law. Tenant agrees to reimburse Management for all costs and expenses beyond damage deposit, including reasonable attorney fees incurred because of any breach on behalf of Tenant or Tenant's guests.

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WAIVER OF LIABILITY:

Tenant agrees to waive any claim whatsoever against Management for accidents or claims arising from use of any feature present on the property. Everyone uses features at their own risk. Trails, steams, river, watercraft, grill, fire pit, decks, patio furniture, stair, pathways are all features available to you for your pleasure. However, Management has no liability. Tenant agrees that he/she is responsible and liable and will pay Management upon request for any damages that occur to the special feature and its support equipment through Tenant's or Tenant's guest misuse and/or negligence.

This lease is between John and Andrea McCracken and the Tenant (person whose name payment was made.)

Primary Tenant

Date