

Hermit Crab Rental Agreement

8875 Sunset Street
Rockaway Beach, OR 97136

If you are ready to secure the house for your vacation, please follow these steps:

- Read agreement thoroughly
- Mail, within 7 days of making reservation, the following:
 - Signed copy of the rental agreement
 - A legible copy of your driver's license (Please blank out social security # if it is on your license)
 - a check for the total rental fee and cleaning fee
 - a separate check for the damage deposit
 - mail to: Gina Burton, 16060 NW Edward Ct., Beaverton OR 97006.
- Deposit refundable after departure.
- If payment is not received within 7 days of reservation date the reservation will be cancelled.

Rental dates

- Arrival date: _____ (checkin time: 4pm)
- Departure date: _____ (checkout time: 11am)

Rental Fees

- Total rent amount due _____ = (___ nights x \$175 per night)
- Cleaning fee _____ \$65.00
- Repeat Customer 10% Discount _____ (-) = ((total rent + clean) x 0.10)
- **Subtotal** _____ = ((total rent + clean) - (discount))
- **County & State Tax (11.8%)** _____ = (subtotal x .118)
- **Grand total** _____ = (subtotal + tax)
- Refundable deposit (separate check) _____ \$150

Information

Name _____
Address _____

Telephone _____
Contact Person _____
Work phone _____
Email _____
Drivers License #(Please include a legible copy of Drivers license) _____
of adults/children renting _____

This agreement made between, _____ hereinafter referred as the "RENTER" and Gina Burton hereinafter referred to as the "OWNER" furnishing the services of "HERMIT CRAB" @ 8875 Sunset Street, Rockaway Beach, OR 97136.

It is mutually agreed between parties as follows:

The "RENTER" hereby engages and the "OWNER" hereby agrees to furnish the exclusive use of Hermit Crab, 8875 Sunset Street, Rockaway Beach, Oregon 97136, during agreed upon dates as written in this contract. All payments shall be made in full without any deductions whatsoever. Payment is due in full within 7 days after reservation is requested. "OWNER" shall have the right to cancel reservations made by "RENTER" if full payment has not been received within 7 days after reservation has been requested. If "RENTER" fails or refuses to make such payment forthwith, "OWNER" shall have the right to cancel this engagement without notice to "RENTER" to that effect.

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I understand the following terms are a binding and integral part of this rental agreement:

- 1. Check-in time is after 4:00 p.m. and checkout time is by 11:00 a.m.**
- 2. No smoking or pets are permitted in rental unit.**
- 3. Children over 2 years old are considered additional people and are counted as part of the "total people."**
- 4. No parties or additional guests without prior written approval from owner.**
- 5. My companions and I are not vacationing students, or singles under 25 years of age unless accompanied by an adult guardian or parent. I understand there will be no rental to unchaperoned groups less than 25 years of age.**
- 6. No loud noises (such as voices or music or TV) or irrational behavior that may cause disruption to neighboring vacationers.**
- 7. Payment**
 - a) 100% is required within 7 days after the date the reservation is requested (including damage dep.). However, multiple installments are welcome after agreed upon in writing between renter and owner.**
- 8. Cancellation: Refund based on number of days between date of written, emailed, or faxed notification of cancellation and date of scheduled arrival as written in page 1.**
 - a) Advance booking: 100% refundable up to 30 days prior to arrival date. 50% refundable up to 14 days prior to arrival date. 25% refundable up to arrival date.**
 - b) For off-season, non-holiday, and same week reservations: 100% refundable with 48hr advance notice.**
- 9. Damage deposit to the sum written one page 1, above, is required. The deposit is not applied toward rent. 100% of the damage deposit will be refundable within thirty days of departure provided the following are met:**
 - a) No damage is done to unit or its contents, beyond normal wear and tear. Any items abused, taken or broken as a result of your visit will be deducted from your damage deposit.**
 - b) No towels or linens are removed from our unit – our housekeeping staff keeps an accurate count.**
 - c) No charges are incurred due to contraband, pets or collection of rents or services rendered during the stay.**
 - d) All debris and rubbish are placed in proper containers and soiled dishes are cleaned and placed in cupboards. Garbage service is provided weekly on Thursday mornings. Garbage must be enclosed in (tied) bag and placed inside garbage can provided on David Street.**
 - e) Key is promptly returned to key lockbox upon departure, front door is bolted and knob is locked and back door is locked.**
 - f) Kids forts in back is locked and key replaced in pantry, left wall, above shelves, on its hook.**
 - g) Charges will be deducted from damage deposit equal to the cost of replacement, extra service, or repair described above.**
- 10. Maximum occupancy of guests in unit is limited to 8 people.**
- 11. Property requires 2-night minimum stay. Longer minimum stays may be required during holiday periods.**
- 12. "RENTER" will remit damage deposit to "OWNER" in form of personal check. "RENTER" will remit rent and cleaning fee to "OWNER" in form of personal check or through PayPal service, gmbwebsites.com.**
- 13. Our housekeepers will prepare the house for your arrival. Linens, towels, beach towels, soap, paper goods are included in the house. Leave all beds used during stay unmade upon departure. Any linens/towels found missing from your stay will result in a deduction from your damage deposit for reasonable replacement costs. Some cooking basics: coffee, tea bags, spices, cooking oil, flour and**

sugar are also provided for your convenience. For multiple weeks stay, weekly light housekeeping will be required during your stay at an extra cost.

Falsified reservations – any reservation obtained under false pretense will be subject to forfeiture of advance payment and deposit and the party will not be allowed to check in.

Written exceptions – owner must approve any exceptions to the above-mentioned policies in advance and in writing.

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Nothing in this agreement shall require the commission of any act contrary to law or to any rules or regulations of any union, guild or like body having jurisdiction over the services and personnel to be supplied by "OWNER" to "RENTER". If there is any disagreement between any provisions of the agreement and any law, rule, or regulation, such law, rule, or regulation shall prevail and this agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate any such conflict.

This contract shall not, in any way be construed so as to create a partnership, or any kind of joint undertaking or venture between the parties hereto, nor make "OWNER" liable in whole or in part for any obligation that may be incurred by "RENTER" in "RENTER'S" carrying out any of the rental herefor otherwise.

"RENTER" hereby indemnifies and holds "OWNER", as well as their respective agents, representatives, principals, employees harmless from and against any loss, damage or expense, including reasonable attorney's fees incurred or suffered by or threatened against "OWNER" or any of the foregoing in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf on any third party person, firm or corporation as a result of or in connection with the rental, which claim does not result from the active negligence of the "OWNER".

This contract cannot be assigned or transferred without written consent of "OWNER". This contract contains the sole and complete understanding of the parties hereto and may not be amended, supplemented, varied, discharged, except by an instrument in writing by both involved parties. The validity, construction and effect of this contract shall be governed by the laws of the State of Oregon, regardless of the place of rental. The person executing this agreement on "RENTER'S" behalf warrants his/her authority to do so and such person hereby personally assumes liability for the payment of said price in full. The terms "OWNER" and "RENTER" as used herein shall include and apply to the singular, the plural and all genders.

Page 1, 2, and 3 have been read and agreed to by:

Name: _____

Date _____

Signature: _____

Rental Period: _____

Rental Approved by:

Gina Burton, owner of Hermit Crab

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Please fill out application in full, make check payable and mail to

Gina Burton

16060 NW Edward Court

Beaverton, OR 97006

Phone: 503-466-0681

Please sign and return a **copy of contract** and **drivers license** with your **payment**.

Thank you!