

## A&A PROPERTIES NORTHWEST, LLC RENTAL AGREEMENT / CANCELLATION POLICY

PLEASE NOTE: **Minimum night stays are required. 3 night minimum for Non-Peak, 5 night minimum for Peak Season. No exceptions.**

If you use a credit card to secure your deposit, the charge will appear on your statement as a payment made to A&A Properties Northwest LLC.

A security/damage deposit is required at the time of your reservation in the amount of \$1,500.00 for Peak Season Rates, and \$500 for Non-peak Season Rates. This security/damage deposit is refundable provided all Sunriver House policies are followed, also, that there is no damage to the house and no excessive cleaning is needed. The security deposit (less any deductions for damage) will be returned within approximately 10 days after the departure date.

Failure to provide a deposit within 7-days may result in the loss of your reservation, and the dates you requested will be immediately made available to other parties. Total Balance Due 30-Days Prior to Arrival.

Check-in time is 4:00 pm and check-out time is 10:00am. During peak season, check-in time may be delayed past 4:00 pm.

You must be 21 to reserve a home and will be liable for any damage done to the home during your stay.

The Sunriver House limits the number of overnight guests to 12 persons, and the number of daytime guests is not to exceed 18 persons. We reserve the right to perform random occupancy checks to ensure this policy is being honored. Failure to honor this policy could result in the automatic forfeiture of your entire security deposit.

Full deposit will be forfeited if cancellation is less than 60-days of arrival date. If cancellation is made more than 60-days in advance, the full deposit less \$250 fee will be returned.

There will be a \$25.00 fee for any check returned NSF. No refund will be given for delayed arrival or early departure.

There will be a \$100.00 fee assessed for each missing SHARC pass. A pass shall be considered missing if it is not placed back on the proper hook in the laundry room where all passes are to be kept.

### **No Shows forfeit their rentals fees.**

Damage to the premises during a tenant's stay will be repaired at a cost to the registered guest. If excessive Cleaning is necessary, it will be considered damage and deducted from the damage deposit. Your security deposit (\$1,500.00 Peak/\$500 Nonpeak), less any deductions for damage, will be returned within approximately 10 days after the departure date.

### **1. PARTIES TO THE AGREEMENT**

This Agency for Short Term Rentals Agreement ("Agreement") is entered into by and between A&A PROPERTIES NORTHWEST LLC, a Limited Liability Corporation company, duly organized and existing under the laws of the State of Oregon having its administrative place of

business at 2896 Crescent Ave, Suite 201, Eugene, OR 97408 (hereinafter referred to as "Agent") and "Guest".

## **2. EXHIBITS**

This Agreement, the rental invoice containing some of the essential terms of this Agreement, which follow the main body of this Agreement. Said rental invoice shall be an integral and inseparable part of this Agreement, and shall be incorporated into this Agreement by reference.

## **3. EFFECTIVE DATE**

This Agreement shall become effective when the main body of this Agreement and Exhibits are signed by Guest. This Agreement can be executed in counterparts, which together shall constitute the original Agreement.

## **4. SHORT TERM RENTAL**

Guest desires to rent the premises described in rental invoice (hereinafter referred to as "Premises") and A&A PROPERTIES NORTHWEST LLC desires to rent the Premises to Guest on a short term/transient basis, defined as occupancy by Guests not to exceed 30 days in length.

Therefore, in consideration of the mutual covenants, representations, and warranties contained in this Agreement, A&A PROPERTIES NORTHWEST LLC and Guest agree as follows:

(a) Private property. Guest understands and agrees that Premises is a privately owned property, as opposed to a hotel, resort or the like. The amenities available on Premises are described in the rental agreement or directly on <http://www.sunriverhouse.net>.

(b) Term. The check-in date and check-out date are set forth in the rental invoice. Late check-out: Guest shall pay a penalty in the amount of 20% from the daily rent set forth in subsection (c) below for each hour that Guest remains on the Premises after the check-out date and time.

Check-in time - 4:00pm  
Check-out time - 10:00am

(d) Rent. The entire amount of rent for the term described in subsection (b) above, plus security deposit described in subsection (e) below, are set forth in the rental agreement.

Total rental amount (nightly rate, cleaning, security deposit, taxes and other charges) must be paid 30 days (thirty days) before the check-in date set forth in the rental invoice.

A&A PROPERTIES NORTHWEST LLC requires a \$1,500.00 (Peak)/\$500 (Non-Peak) deposit in advance (no later than at the time of reservation) to secure the Premises for the dates desired. Balance due must be paid 30 days prior to arrival.

Guest shall pay said total amount by way of any of the following payment options:

- Credit card. Guest authorizes A&A PROPERTIES NORTHWEST LLC to process the balance due through the credit card being used by guest for the current transaction on the 30th day prior to check-in or the next business day, balance due is set in the rental agreement or by calling A&A PROPERTIES NORTHWEST LLC. If balance due is not paid as above stated on the 30th day prior to check-in because funds are unavailable,

guest shall have 48 hours to make funds available otherwise A&A PROPERTIES NORTHWEST LLC shall have the right to cancel the current reservation and all reservation deposits (\$500.00) and funds that have been paid to date are nonrefundable whatsoever. Guest agrees to the A&A PROPERTIES NORTHWEST LLC service fee for use of credit card of 2.5%.

- Personal check. If payment is made by a personal check, the check must be received by A&A PROPERTIES NORTHWEST LLC at 2896 Crescent Avenue, Suite 201, Eugene OR 97408 no later than 30 days before the check-in date set forth in subsection (b) above. No cashiers checks or bank guaranteed checks will be accepted as payment.

- Wire transfer details. Please contact A&A PROPERTIES NORTHWEST LLC for all wiring details.

(e) Reservation & Security deposit. The total amount set forth in subsection (c) above includes a reservation deposit and security deposit set forth in the rental agreement. Once the guest checks in as described in subsection (b) above the reservation deposit and security deposit will then convert to a security deposit for the remaining terms of this agreement.

Such payment of the reservation deposit will guarantee the reservation before payment of the total amount set forth in subsection (d) above. The reservation deposit shall be applied towards the total amount set forth in subsection (d) above. If guest fails to pay the total amount as described in subsection (d) above, the reservation deposit will not be refunded.

The security deposit will be used for any damage caused to the Premises during the term hereof, as well as payment of the late check-out penalties and additional fees described in this subsection (e), if any. Such deposit shall be returned to Guest, without interest, less any withholdings described in this subsection (e). Security Deposits will be refunded by check or wire transfer upon confirmation by the owner or some appointed person that there is no damage to the property.

All disputes pertaining to security deposit will first be mediated by Agent and agreed to by Owner (Owner or Legal Manager of Rental Property) and Guest. If Agent is unable to mediate the security deposit dispute and guest pursues legal action to recover Guests security deposit. Agent will not be a party to this legal action and will provide all legal paperwork to both sides upon request. Agent will then hold the security deposit until all legal action has been decided on by the Court. After which point Agent will disburse funds according to the Courts decision.

**Extra Cleaning fee:** will be charged if Guest fails to remove and properly dispose of all trash and leaves dirty dishes, kitchen items, and the like. The extra cleaning fee will equal half the charge of the cleaning fee set forth in the rental invoice.

**Lockout fee:** If Guest locks himself/herself out of the Premises, a lockout fee of \$50 shall be charged.

**Extra guest fee:** Guest shall pay a fee of one half of the nightly rental for each person remaining on the Premises overnight in excess of the number of maximum guests set forth in subsection (f) below. Unauthorized guests are grounds for eviction without refund.

**Forfeiture of Security Deposit:** shall occur if any of the owner closets, cupboards, or spaces have been accessed without the express permission of the Owner or if one or all have been tampered with or broken into.

(f) Maximum number of guests. The maximum number of guests that are permitted to remain on the premises overnight during the term of this Agreement is 12, as set forth in the rental invoice and listed directly on <http://www.sunriverhouse.net>.

(g) Smoking policy. There is no smoking allowed inside the Premises. Unauthorized smoking inside the Premises is grounds for eviction without refund.

(h) Pet policy. There are no pets allowed inside the Premises. Unauthorized pets are grounds for eviction without refund.

(i) Parking policy. Guest shall abide by the parking policies as specified by the Sunriver Home Owners Association.

(j) Cancellation. No cancellation/refunds before 60 days, unless same or greater than rents are collected for the same period, in which A&A PROPERTIES NORTHWEST LLC shall minus a \$250.00 cancellation fee and any credit card charges that have been incurred. If the guest cancels the reservation within the 60 days before check-in date set forth in subsection (b) above, no refunds will be made.

(k) Surrender of premises. Upon the expiration of the term hereof, Guest shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements expected.

(l) Guest acknowledges the owner's right to have maintenance work performed for the preservation of the house and property even if such work occurs during guests' dates of stay. Owner will diligently seek to schedule such maintenance work around any existing guest reservation, but guest must take into account that there are times when schedule conflicts will arise. Guest will give way to the Owner in such circumstances.

## **5. GUEST TO INDEMNIFY A&A PROPERTIES NORTHWEST LLC**

Guest shall at all times during the term of this Agreement and thereafter, indemnify, defend and hold harmless A&A PROPERTIES NORTHWEST LLC its directors, officers, employees and affiliates against all claims and expenses, including legal expenses and attorneys' fees whether arising out of the death of or injury to any person or persons or out of any damage to property and against any other claim, proceedings, demand, expense and liability of any kind whatsoever arising from Guest's rent and activities on the Premises.

## **6. ENTIRE AGREEMENT**

This Agreement, along with the rental invoice, contains the entire understanding of the parties with respect to its subject matter. There are no other agreements other than those expressly set forth herein. This Agreement cannot be modified except by a written instrument signed by both parties. Further, this Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to its subject matter.

## **7. SEVERABILITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

## **8. NON-WAIVER**

A&A PROPERTIES NORTHWEST LLC and Guest agree that no failure to exercise, and no delay in exercising in any right, power, or privilege under this Agreement on the part of either party shall operate as waiver of any right, power, or privilege.

## **9. GOVERNING LAW AND JURISDICTION**

This Agreement shall be deemed to have been made in, and shall be construed pursuant to, the laws of the State of Oregon.

A&A PROPERTIES NORTHWEST LLC and Guest agree that any dispute arising out of this Agreement shall be within the jurisdiction of Lane County Superior Court.

## **10. ATTORNEYS' FEES.**

In the event any action at law or in equity is initiated to enforce or interpret the terms of this Agreement, or arises out of or pertains to this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

Guest has 24 hours from placing the current reservation to agree to all terms listed.

By submitting payment information for the damage/security deposit and/or the full amount due of a reservation, Guest acknowledges that he/she has read AND agrees to all terms and conditions of this agreement.