

Agreement

David Afflerbach

OAK BAY GETAWAY

701 Coastline Dr

Seal Beach, CA 90740

(201) 694-8092

Agreement

Renter's Name: _____ Age: _____

Please list the name and age of all persons who will be accompanying you on page three.

Home Address: _____

Home phone: _____ Cell Phone _____

E-Mail address _____

Number of Occupants: _____

Arrival Date: _____ Departure Date: _____

Based on the rates and fees set forth on the rate page, the amount due is:

\$ _____ basic rental charge plus

\$300 security deposit

\$ _____ Extra people

\$75 Cleaning fee (waived if staying seven or more nights).

\$25 wi-fi computer internet access

\$ _____ Total

A rental deposit equal to one half of the basic rental charge is due with this reservation Agreement. **Make the check out to David Afflerbach.** Balance of the rent and additional charges shown above are due 30 days before the beginning of the rental period. Failure to pay the balance and deposit 30 days in advance may, at the option of the owner, result in cancellation of the reservation and forfeiture of the rental deposit.

This Agreement constitutes a legally binding contract between Renter identified above and the Owner, David Afflerbach.

Renter agrees to accept financial responsibility for any damages to Oak Bay Getaway caused by them, any other occupant or by their guests. By signing below, they agree to pay the owners for repairs to real or personal property at Oak Bay Getaway in the event damages are caused by them or anyone visiting them; and Renter agrees to pay replacement value for any items which are broken or lost or stolen during their stay. **DRIVING ON THE GRASS IN THE LOWER YARD WILL DAMAGE THE SEPTIC SYSTEM** and repairs would be expensive. Boat launching from the premises may only be done by Hand Carried boats. Any damages will be reported in writing to Renter by the owners and deducted from the security deposit. Should damages exceed the value of the security deposit, Renter will be billed for the balance and appropriate action taken to recover such damages if necessary.

NO PETS are allowed and **NO SMOKING** is permitted in the house. To ensure the overall quality and appearance of Oak Bay Getaway, these policies are strictly enforced and at the option of the owner, may result

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in forfeiture of the entire security deposit.

Renter agrees to indemnify the owner or agent of the owner of the property rented under this contract from any claims arising from the use of the property by renter or his guests.

If Renter arrives with more people in their party than the house allows, NO ONE will be permitted to enter the house, and NO REFUND will be issued. The law makes it a crime to defraud the innkeeper, and having more people overnight in the house than have registered is included in the provisions of this code. This agreement allows for only the number of Renters set forth above.

Property is to be left in the same condition as upon move-in. You will be responsible to leave the dishes, utensils, and appliances clean (may be left clean in the dishwasher). All trash is to be disposed in the receptacles provided on the deck. Used towels, sheets and linens, shall be put in the laundry room. First load of linens to be put in washer and started.

Gas, water, and electricity are included in your rental fee. A telephone is supplied but it is restricted to local or toll free numbers. It's phone number is (360) 379-9036. Long distance calls require a long distance calling card.

Unless prior arrangements have been made, Renters may not check-in before 3 PM on day of arrival and must checkout prior to 10 AM on day of departure. Renters staying past 10 A.M. check-out time will be charged a minimum of one-half (1/2) the daily rental rate. The deposit is refundable and will be returned in full less the cleaning fee if no damage is found and the house is left in a clean condition. Refund will be made within seven calendar days provided the keys have been returned.

Wi-Fi - Computer access to hi-speed internet is available. Computer and its wireless interface must be provided by the renter. Upon payment of \$25 fee regardless of rental period, the electronic key will be provided to the renter.

Keys - Renter shall get in touch with David Afflerbach prior to arrival to make arrangements for getting keys.

Cancellation Policy

For cancellations made more than 45 days in advance of the beginning date of the reservation, the rental deposit less \$50 will be returned. For cancellations received less than 45 days before the reservation begins, the rental deposit will be forfeited. However, in the event the owner is able to obtain another reservation for the same time period, the rental deposit less \$100 will be returned.

Should litigation arise concerning provisions of the agreement, reasonable legal fees will be awarded to prevailing party. It is agreed that venue will be in Snohomish County, Washington.

I declare that I am 21 years of age or older, that I have read the above provisions above and that I sign this declaration with the full knowledge and understanding its contents.

SIGNED _____
Renter

SIGNED _____
David Afflerbach, Owner

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NAME of accompanying persons

AGE
