

PLEASE SIGN AND RETURN IMMEDIATELY:

Reservation and Rental Agreement for Windrush by the Sea, LLC THIS IS A VACATION RENTAL AGREEMENT UNDER OREGON STATE LAW. THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THIS AGREEMENT ARE DEFINED BY LAW AND INCLUDE UNIQUE PROVISIONS PERMITTING THE DISBURSEMENT OF RENT PRIOR TO TENANCY AND EXPEDITED EVICTION OF TENANTS. YOUR SIGNATURE ON THIS AGREEMENT, OR PAYMENT OF MONEY, OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THE AGREEMENT, IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO USE THIS PROPERTY FOR A VACATION RENTAL.

To begin your vacation planning, return signed agreement for Windrush by the Sea and payment (Make checks payable to: **John or Natalie Crowder**) within 30 days of reservation to:

John or Natalie Crowder
P.O. Box 70479
Eugene, Or. 97401

Please Check
One or Both: Main House Studio House

Check-In Day: _____/_____/_____ at 4:00 p.m.
Check-Out Day: _____/_____/_____ at 11:00 a.m.

Maximum Occupancy: _____

Tenant:	Home Phone:	
PO Box:	Office/Cell Phone:	
Address:	Email Address:	
City:	State:	Zip:

Rental Rate:	\$
Pet Fee (If Applicable):	\$
Other Charges:	\$
Cleaning Fee:	\$
Damage Deposit:	\$
Total Rent, Fees & Other Charges:	\$
Less All Payments to Date:	\$

Balance Due (30 Days Prior to Arrival):	\$

Initials: _____

IN CONSIDERATION of the monies received and the mutual promises contained herein, the owner of the subject property, Windrush by the Sea, LLC, or its agent, does hereby lease and rent to Tenant that certain Property described above, under the following terms and conditions. Windrush by the Sea, LLC, as agent for the owner, is representing the interests of the owner in this transaction. We will be unable to make substitutions or other accommodation arrangements after your arrival.

1. Confirmation of Reservations:

A payment of one-half (50%) of the rent, along with this signed rental agreement must be received by Windrush by the Sea, LLC within seven (7) days of the reservation date. If payment and rental agreement is not received within seven (7) days, the reservation will be canceled without notice. This agreement shall not be binding unless and until Windrush has received the signed agreement and advance rent payment.

2. Final Payment:

Balance of rent due, including taxes, security deposit (where applicable), pet fee (where applicable), and any other miscellaneous fees is due THIRTY (30) days prior to your check-in date.

3. Payment Policies:

We accept money orders, cashier's check, certified checks, personal checks (if received at least 30 days prior to check-in date) – all Payable to: **John or Natalie Crowder**. NO PERSONAL OR COMPANY CHECKS WILL BE ACCEPTED AT CHECK-IN OR THE 30-DAY PERIOD PRIOR TO CHECK-IN. Prices quoted in our Web Site are based on payments sent to us by mail or paid to us in person. If you would like to pay by phone a non-refundable fee to accommodate this convenience will be included in your Administrative Fee. CREDIT CARD WILL NOT be accepted for final payment at Check-In, as all balances must be paid in full at least 30 days prior to check-in. A \$25.00 service fee will be charged for all returned checks.

4. Refunds:

No Amenities are Guaranteed. There will be NO REFUNDS for the malfunction of any equipment including but not limited to air conditioning, TV, appliances, power outage and telephone service. Every effort has been made to ensure all equipment is in working order. Please report any inoperative equipment to our office promptly. Agent and /or subcontractors may enter premises during reasonable hours to perform maintenance. There will be no refunds due to inclement weather, including hurricanes and earthquakes.

5. Equipment and Furnishings:

All units are equipped for normal housekeeping (including paper products, cleaning supplies and linens) and are furnished according to Windrush individual owner tastes.

6. Family Groups Only:

Our units are rented to family groups only. No Sororities, Fraternities, Students, Graduation Group, Chaperoned, or Un-chaperoned groups. If a group misrepresents itself as a family, Windrush by the Sea, LLC reserves the right to refuse occupancy or have the premises vacated without refund. Any tenant who leases residential property subject to a vacation rental agreement for 30 days or less may be evicted and removed from the property in an expedited eviction proceeding if the tenant does one of the following:

- a. Holds over possession after his or her tenancy has expired.
- b. Has committed a material breach of the terms of the vacation rental agreement that, according to the terms of the agreement, results in the termination of his or her tenancy.
- c. Fails to pay rent as required by the agreement.
- d. Has obtained possession of the property by fraud or misrepresentation.

7. Security Deposit:

Windrush requires a fully refundable security deposit. The purpose of the deposit is to allow

Initials: _____

the owner to recover expenses incurred from unit damage, long distance phone calls or cable TV charges. This deposit will be fully refunded within 45 days of your departure date provided there is no damage or charges to the unit, the unit has been left in good condition, and have vacated the premises no later than 11:00 a.m. on the check-out date. Windrush has ownership interest in the unit(s) offered for rent.

8. Check-In:

Will be at 4:00 p.m. at Windrush. No check-in will be allowed until all rent, taxes and fee have been paid in full. If you are unable to arrive at that time, please call for special instructions. In extreme situations check-in time may need to be extended until 5:00 p.m. for additional cleaning and regular maintenance.

9. Check-out:

On the day of departure checkout will be no later than 11:00 a.m. Premises must be vacated by that time and keys must be returned to us. The unit should be left in a clean condition and ready for the next occupant. Failure to follow check-out procedure may result in a reduction of your security deposit refund.

10. Pets:

Unless stated in unit description pets are not allowed. Cats, dogs and other animals are strictly prohibited. If you have prior permission to bring a dog, a non-refundable fee of \$50.00 is charged to cover cleaning and flea treatment expenses.

11. Maximum Occupancy:

As shown above, must not be exceeded. The hosting of parties, which would increase maximum occupancy in the home, on decks or anywhere on the property is a violation of this rental agreement and will result in eviction and forfeiture of all monies paid. No RV's or Campers may be parked on the premises for the purpose of extra sleeping capacity.

12. Cancellations:

All cancellation or transfer requests must be received in writing. If you cancel your confirmed reservation and the unit is not re-rented for the canceled period you will forfeit your advance rent payment. If you are paid in full and the unit is not re-rented you will forfeit all money prepaid except the Cleaning and Security Deposit. If the unit is re-rented all money prepaid, will be refunded less a \$75.00 cancellation fee. A transfer will be considered a cancellation according to the guidelines outlined above except that transfers made from one week to another in the same property are allowed subject to Windrush approval.

13. Errors:

Every effort has been made to provide accurate information; however we cannot be responsible for printing errors beyond our control.

14. Landlord and Tenant Duties:

a. A landlord of a residential property used for a vacation rental shall:

- i. Comply with all current applicable building and housing codes.
- ii. Make all repairs and do whatever is reasonably necessary to put and keep the property in a fit and habitable condition.
- iii. Keep all common areas of the property in safe condition.
- iv. Maintain in good and safe working order and reasonable and promptly repair all electrical, plumbing, sanitary, heating, ventilation, and other facilities and major appliances supplied by him or her upon written notification from the tenant that the repairs are needed.
- v. Provide operable smoke detectors. The landlord shall replace or repair the smoke detectors if the landlord is notified by the tenant in writing that replacement or repair is needed. The landlord shall annually place new batteries in a battery operated smoke detector, and the tenant shall replace the batteries as needed during the tenancy. Failure of the tenant to replace the

Initials: _____

batteries as needed shall not be considered negligence on the part of the tenant or landlord. These duties shall not be waived; however, the landlord and tenant may make additional covenants not inconsistent herewithin the vacation rental agreement.

- vi. The Landlord or his representative shall be allowed on the premises at any time.
 - b. The tenant of a residential property used for a vacation rental shall:
 - i. Keep that part of the property he or she occupies and uses as clean and safe as the conditions of the property permit and cause no unsafe or unsanitary conditions in the common areas and remainder of the property.
 - ii. Dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner.
 - iii. Keep all plumbing fixtures in the property or used by the tenant as clean as their condition permits.
 - iv. Not deliberately or negligently destroy, deface, damage, or remove any part of the property or render inoperable the smoke detector provided by the landlord, or knowingly permit any person to do so.
 - v. Comply with all obligations imposed upon the tenant by current applicable building and housing codes.
 - vi. Be responsible for all damage, defacement, or removal of any of the property inside the property that is in his or her exclusive control unless the damage, defacement, or removal was due to ordinary wear and tear, acts of the landlord or his or her agent, defective products, acts of third parties not invitees of the tenant, or natural forces.
 - vii. Notify the landlord of the need for replacement or repair to a smoke detector.
15. No vacation rental agreement shall be valid and enforceable unless the tenant has accepted the agreement as evidenced by one of the following:
- a. The tenant's signature on the agreement.
 - b. The tenant's payment of any monies after the tenant's receipt of the agreement, or within 10 days of receipt of payment & mailing of agreement to tenant.
 - c. The tenant's taking possession of the property after the tenant's receipt of the agreement.

Tenant/Date

Windrush by the Sea/Date

Initials: _____

General Terms & Conditions of Rental/Lease

Windrush By the Sea is a unique retreat environment and it is the desired intent of the owners of Windrush, its neighbors and guests to maintain the natural, serene, peaceful environment for everyone to enjoy.

Main House: Beds available – 3
Sleeps 6
Limit extra overnight guests to four, for a maximum total of 10 people.

Studio: Beds available – 2
Sleeps 4
Limit extra overnight guests to four, for a maximum total of 8 people.

Conditions: No gatherings that exceed double the overnight guest limitations (20 people total) are permitted without prior written consent of the Windrush management.

No smoking in the dwellings or on the property.

Local phone service provided (long distance service via tenant's calling card).

Pets/animals are NOT allowed except for pre-arranged permission.

Tenants must provide their own beach furniture.

Parking is limited to gravel driveway and designated parking area only (No parking on the grass).

Commitments: Commitments for rental/lease will be 50% of the first week/month's rent.

Rent must be paid 30 days in advance for each month's rent.

A cleaning fee of \$80 per building plus an additional damage deposit of \$100 per building is required at time of occupancy. Payment will be by money order and/or cashier's check (Payable to: John or Natalie Crowder).

Water will be furnished. The tenant will pay the electric bill on a monthly basis (for monthly plus rentals).

The signators of the rental/lease agreement must be the occupants and the signators of the rental/lease agreement must be 30 years of age or older.

Initials: _____

Windrush by the Sea

Seal Rock, Oregon

Windrush by the Sea - Rental Rates:

	Daily (Two Night Minimum)	
	Winter Oct. 1 - May 31	Summer June 1 - Sept. 30
Main House:	\$175/day	\$225/day
Studio House:	\$150/day	\$175/day
Combined:	\$300/day	\$350/day

	Weekly	
	Winter Oct. 1 - May 31	Summer June 1 - Sept. 30
Main House:	\$1,050/week	\$1,350/week
Studio House:	\$900/week	\$900/week
Combined:	\$1,800/week	\$2,100/week

Rates are negotiable for extended periods (exceeding four weeks) and for combining the rental of the house and studio together.

© 2010 - Windrush by the Sea, LLC

Initials: _____