

Mt. Baker Vacation Rentals Guest Rental Agreement

This vacation rental agreement is made and entered into by and between Mt. Baker Vacation Rentals, hereinafter called AGENT/OWNER and GUEST/RENTER/CARDHOLDER whether one or more. Witnessed that in consideration of the mutual covenants and conditions herein, MT. Baker Vacation Rentals (AGENT) does hereby lease and rent to GUEST/RENTER/CARDHOLDER the vacation property as specified in the confirmed reservation.

This agreement does not create a tenancy or residence. You must arrive/depart at the appropriate time, unless otherwise negotiated with AGENT.

And for such term, GUEST/RENTER/CARDHOLDER agrees to pay to AGENT the total rental with the maximum number of people as stated in the confirmed reservation. The Lease is subject to state and local taxes, which may be subject to change without advance notice.

Rates: Nightly rental rates are dependent on the season and vary by rental property and number of occupancy.

Cleaning Fee : A non-refundable Cleaning Fee is required at time of reservation and varies by rental property. ****Note this fee will be refunded if reservations is canceled prior to the 21 day cancellation requirement .**

Transaction Fee : A 3% transaction fee will be charged for all confirmed reservations

Pet policy: We are happy to extend a welcome to our well behaved Doggie guests at pet friendly properties only . . . It is the sole responsibility of the card holder/guest to follow all rules and accept full responsibility for any damages or unnecessary cleaning, due to negligence. 1) There is a limit of one domesticated dog per property. 2) Dogs must be kenneled when alone in property. 3) Dog's will not be left unattended to wander or be placed in bathrooms, closets, garages or yards. 4) Excessive Barking will not be tolerated. 5) All waste must be picked up in the yard and during walks. 6) Guest must adhere to all community rules & regulations, leash laws, sanitation & noise disturbance. If guest is found liable, depending on the severity of the case the guest and their invitees are subject to immediate eviction with complete forfeiture of all monies paid. Thank you for paying attention to these simple rules & requests! Please indicate that you will be bringing a pet when reservation is booked. A onetime \$25 fee plus applicable taxes will be charged.

Check in/Out : Check in is 4pm/Check out 11am – Non Negotiable

Smoking: No smoking is allowed in PREMISES.

Damage Claim : A security deposit is not required; however, GUEST/RENTER/CARDHOLDER(s) is/are individually and severally liable and otherwise fully responsible for any and ALL damages incurred to the PREMISES, including, but not limited to all adjacent structures and premises, throughout the entire duration of their stay of occupancy. This includes, but is not limited to intentional and/or unintentional removal of AGENT'S/OWNER'S personal property (belonging), willful and/or accidental damage to structure(s) and premises including, but not expressly limited to any and all fixtures, appliances and furnishings. GUEST/RENTER credit card(s) shall be charged at full cost of repair and/or current replacement, including labor and materials, removal and disposal, plus taxes and surcharges, as applicable. * If credit card is declined and further action is needed, guest will be liable and may be subject to additional fees and fines.

A one hundred dollar (\$100.00) Replacement Fee per set shall be charged to GUEST/RENTER who fails to return any and all property related keys and/or gate access passes. All such costs shall be charged to the GUEST'S/RENTER'S/CARDHOLDER'S credit card(s). The following provisions must be met:

- No Damage is done to unit or its contents beyond normal wear and tear
- All debris, rubbish and discards are placed in garbage bags, and soiled dishes are placed in the dishwasher.
- All keys and gate cards are to be returned per the written or verbal instructions.

Payments: Lodging can be reserved with a one night deposit reservation fee. Entire Balance will be due and automatically billed twenty one days (21) of arrival. Only credit card payments will be accepted. Total rental rate includes rent plus cleaning fee, transaction fee and applicable taxes.

Cancellation Refund Policy: Reservations canceled prior to twenty-one (21) days will be subject to a 1/2 night cancellation fee (Plus transaction fees and taxes). If a Cancellation is within twenty-one (21) days prior to our Guest's scheduled date of arrival, the entire reservation payment shall be forfeited by the Guest, unless the vacation property can be re-booked for the entire duration. In which case a Cancellation Fee in the amount of 1/2 night shall be withheld (including transaction fees & taxes), and the remaining balance shall be credited back to the Guest. We do our due diligence to re book the reservation in the event of a cancellation. Refunds will be issued via cc, within 10 days of the original date of arrival. We strongly suggest purchasing a separate Travel Insurance Policy with your reservation. * Not Responsible for "Lack of Snow" or Ski Area Closure or conditions.

For legal and accounting purposes, the person placing the reservation must be one in the same as the credit/debit card holder (**must be 25 years of age**), and this person is considered to be the GUEST. All other persons involved with the rental occasion are considered to be the GUEST'S invitees, and all discussion regarding reservation, cancellation, and damage policies will be discussed with the GUEST, not the GUEST'S invitees.

Mt. Baker Vacation Rentals does not refund monies due to guest expected décor & expected property or Association amenities or unforeseen appliance breakdowns or malfunctions etc. However MBVR will make every effort possible to correct any deficiencies in a timely manner.

Conditions of Agreement:

1. GUEST agrees that no tents, RVs, trailers, boats or overnight campers shall be placed or parked on the PREMISES. Limit 4 vehicles (unless noted otherwise) will be permitted to park in designated parking areas. **NO STREET PARKING ALLOWED AT ANYTIME.** AGENT shall not be held liable for any damages to property, or other persons while in use of such space, nor will the OWNER be held liable for loss or theft of GUEST'S property.
2. GUEST shall not use, occupy or permit the described premises or any part thereof to be used or occupied for any unlawful, illegal or immoral or hazardous purpose.
3. Loud and unruly behavior will not be tolerated. **QUIET TIME begins at 10:00 PM** . If AGENT is notified by neighbors, policy officials, or Community Association as a result of such behavior, GUEST will be charged any applicable fines, chargeable to GUEST'S credit card upon notification.
4. GUEST acknowledges that when the PREMISES are or are not equipped with a private hot tub and/or has access to a community pool (the "Facilities"), then GUEST hereby accepts and agrees to the following: (a) GUEST shall ensure that the Facilities are used in a safe manner at all times and that use of the Facilities by minors is supervised by an adult; (b) unsafe and/or unsupervised use of the Facilities by GUEST, minors or persons invited on the PREMISES by GUEST shall permit AGENT to terminate **IMMEDIATELY WITHOUT NOTICE** GUEST'S, minor's and persons invited on the PREMISES occupancy of the PREMISES; (c) GUEST shall indemnify and hold AGENT (its officers, employees, agents and equity holders) and the OWNER of the PREMISES harmless from and against any and all liabilities, claims and expenses for personal injury or property damage resulting from unsafe and/or unsupervised use of the Facilities by GUEST, minors and/or persons invited on the PREMISES by GUEST.
5. GUEST agrees to indemnify and hold harmless AGENT and the OWNER (its officers, employees, equity holders and representatives) from and against any liability for personal injury or property damage sustained by any person (including minors and GUEST'S invitees). GUEST agrees that AGENT, the OWNER or their respective representatives may enter the PREMISES during reasonable hours upon reasonable notice to GUEST to inspect the PREMISES, and/or to make needed repairs.
6. At NO TIME shall the number of persons be in excess of the occupancy limit as referenced on the confirmed reservation with the exception of temporary visitors.
7. The PREMISES are not available to "Spring Breakers" or person under the age of twenty-five (25) unless accompanied by a parent or guardian. Misrepresentation shall void this Lease and all monies shall be forfeited.
8. OWNER/AGENT is neither responsible nor liable for loss, theft or personal injuries or casualties sustained by GUEST and/or persons accompanying GUEST.
9. OWNER/AGENT shall not be held liable for any damages to property, or other persons while in use of such space, nor for loss or theft of GUEST'S property.
10. This Lease shall be governed by and interpreted in accordance with the laws of Washington State. Any action relating to the Lease shall be instituted and prosecuted in the courts of Washington State.
11. GUEST shall pay reasonable attorney's fees and all costs in the event that GUEST fails to comply with its obligations under this Lease and the matter is referred to any attorney by AGENT. If any action at law or in equity shall be brought under this Lease, or

for account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of possession of the PREMISES, the prevailing party shall be entitled to recover from the other party, reasonable attorney's fees and costs, the amount of which shall be fixed by the court and shall be made a part of any judgement or decree rendered.

INCLEMENT WEATHER/STORM POLICY: No refunds will be given unless:

- The National Weather Service orders mandatory evacuation and/or
- A mandatory evacuation order has been given by the warning area of residence of vacation guest.
- Governmental authorities order mandatory evacuation due to hazardous weather conditions.
- No refunds are given for voluntary evacuations or unforeseen weather related driving conditions to the property prior to arrival. Roads/Highway 542 are maintained year round.

SNOWLINE/SNOWATER/MT. BAKER RIM/GLACIER SPRINGS & AND ANY OTHER APPLICABLE HOA COMMUNITY RULES: Observe all Home Owners Association Community Rules for Snowline/Snowater/Mt. Baker Rim/Glacier Spring and any other applicable Community. Failure to observe rules could result in eviction from PREMISES, and fines imposed due to breaking the rules of the applicable Community Association.

CREDIT CARD PAYMENT AUTHORIZATON: I authorize Mt. Baker Vacation Rentals to keep my signature on file and to charge my credit card for damage claims for (30) days. ***Your privacy will be strictly adhered to and MBVR will not sell or share your personal information with a third party. Information pertaining to the credit card and/or bank account numbers will never be disclosed.*

*** PROCEEDING WITH THE RESERVATION PROCESS CONFIRMS THAT YOU HAVE READ AND AGREE TO THE ABOVE AGREEMENT**