

**Mineral Mountain Lodge
Vacation Premises Rental Agreement**

Mineral Mountain Lodge, hereinafter referred to as “**AGENT**,” hereby rents to:

Name:

Address:

Phone:

Hereinafter referred to as “**RENTER**,” the single-family residence located at 311 A Avenue, Conconully, WA 98819, known as “**Mineral Mountain Lodge**” (hereinafter the “**PREMISES**”).

IN CONSIDERATION of the mutual benefits contained herein, the parties agree as follows:

- TERMS:** ▶ **CHECK IN is at 4:00 pm.** ▶ **CHECK OUT is at 11:00 am. Management will be entering the home at 11:00 am.** Leaving any later will result in the loss of deposit and an additional day's rent. We must prepare the property for the next guests. Please indicate the number of guests during your stay _____. Additional guests (over 10 guests) will be allowed at an extra charge of \$20 per person/per night. Thank you.
Rental Dates: 4PM _____, 2009 to 11AM _____, 2009. (_____) nights
- INTENT OF PARTIES:** The parties intend that the Premises will be utilized for a temporary vacation residence and this Agreement shall not create a Landlord/Tenant relationship as described by **RCW 59.18.013 et seq.** The parties waive any such relationship should it be deemed to apply. Agent and Renter agree that Agent has commitments for other periods involving the Premises, and failure of Renter to comply with these terms will damage Agent irreparably, entitling Agent to immediate injunctive relief without notice to prevent breach of this Agreement, as well as any damages.
- RENT:** Renter shall pay Agent, for the term herein, rent in the amount of \$_____, plus Washington State Sales Tax in the amount of \$_____ plus \$200 deposit for a **total of** \$_____. The above deposit is non-refundable if Renter notifies Agent of intent to cancel the agreement less than 30 days prior to the commencement of the rental period. The deposit fee of \$200.00 is due to reserve dates. The complete fee of \$_____ is due 30 days prior to stay (Date _____).
- RESERVATION/SECURITY DEPOSIT:** A \$200 deposit is required to hold a reservation. Deposit will be refunded via US Mail to Renter within 10 days of vacating Mineral Mountain Lodge, less any damages or fees incurred.
- CANCELLATION POLICY:** Deposit is refundable if you cancel your reservation before 30 days **PRIOR** to your stay. If you cancel your reservation **AFTER** 30 days prior to your stay, we do not return the deposit. **RETURNED CHECK FEE:** Mineral Mountain Lodge will charge \$50.00 for any returned check. This amount will be deducted from your Reservation/Damage Deposit. If we do not receive your rental fee prior to due date listed above (#3- Rent), it will be considered a cancellation & forfeiture on your part and we reserve the right to rebook the home for your period of time without notice.

6. **USE, WASTE, NUISANCE, DISTURBANCE OF PEACE:** Renter shall not commit or permit the commission by others of any waste on the Premises and shall not use or permit the use of the Premises in such a manner as to constitute a disturbance of the peace or nuisance. Renter will comply with Owner's instructions posted on the Premises relating to security, operation of the Premises, operation and security of the wood stove, and other items.
7. **SURRENDER OF PREMISES:** At the expiration of the rental agreement, Renter shall surrender the Premises in as good of condition as they were at the Commencement of this Agreement.
8. **CHECKING OUT:** Please strip beds of linens and bathrooms of all towels and pile in the laundry room. Fold comforters, pillows, and blankets on bed. If there are household items missing or damaged, you will be charged for replacement according to INVENTORY LIST. If you need more information regarding these issues, please ask for additional details during your stay. ▶ **PLEASE INITIAL** _____
9. **HOLD HARMLESS AND INDEMNITY: THE HOMEOWNER ASSUMES NO LIABILITY FOR THE USE OF PROPERTY.** Renter agrees to release the Premises Owner and Agent and to defend and hold Owner and Agent harmless from any damages to Renter, Renter's family, belongings, licensees, invitees, guests or other persons occupying or utilizing the Premises during the term hereof which occur or arise as a result of Renter's use or occupancy of the Premises and further agrees to indemnify and Owner and Agent for any damages claimed, alleged or caused to Renter or third parties, including neighbors, by Renter's use or occupancy or the use or occupancy by Renter's family, invitees, licensees, guests, or other third parties.
▶ **PLEASE INITIAL** _____
10. **NO REFUNDS FOR ANY UNUSED PORTION OF THE RENT.**
11. **CONDITIONS PECULIAR TO THESE PREMISES:** Renter acknowledges receiving a briefing and warning by the Agent concerning the following
 - a) Salmon Creek adjoins the rear boundary of the Premises with water flowing most of the year. Renter agrees to exercise appropriate caution for the safety of the Renter, Renter's guests, invitees, and others, particularly small children, in controlling, monitoring and supervising access to and activities in or around the creek. ▶ **PLEASE INITIAL** _____
 - b) During winter months when snow is present, Renter agrees to exercise appropriate caution while walking on the driveway, stairs, and decks due to ice and/or snow which will cause slippery footing.
 - c) No tents/RVs allowed on the grounds.
 - d) **NO SMOKING** permitted. Smoking in the facility will forfeit all of deposit.
 - e) No pets unless agreed upon (extra deposit required).
 - f) Neighbors are sensitive to their privacy. Renter agrees not to trespass on neighbor's property or to conduct loud, late parties or engage in other activities disturbing to the neighbors. Outside quiet hour is 10 p.m. Thank you.
12. **ATTORNEY'S FEES:** Should this matter be referred by either party to an attorney concerning the enforcement of any term hereof, the prevailing party in any such action or enforcement or litigation resulting shall be entitled to, in addition to such other relief as may be granted, a reasonable sum as and for attorney's fees in such enforcement or litigation.

IN WITNESS HEREOF, the parties have executed the Agreement on the _____ day of _____, 2009.

PROPERTY MANAGEMENT AGENT:

Make checks payable to:

MINERAL MOUNTAIN LODGE

Mail check/completed agreement to:

RE/MAX – Welcome Home

PO Box 4370

Omak, WA 98841

Phone: (509) 826-1111

Fax: (509) 826-6156

Renter:

Name _____

Date _____