

BAUHAUS VACATION RENTAL AGREEMENT

Dear Guests,

Thank you for your reservation at the Bauhaus Beach House! We look forward to providing hospitable lodging during your visit to Bainbridge Island and the Kitsap Peninsula!

We are pleased to confirm your reservation and provide you with this contract. To complete the reservation process, please complete, initial, sign and mail this rental agreement with payment to **Bainbridge Vacation Rentals, PO Box 10573, Bainbridge Island, WA 98110, Attn: Bauhaus Beach House**. Please read all information herein thoroughly. Your signature signifies that you and others who will be staying in the unit will comply with these policies. If there is evidence of any violation of the policies outlined below, you may be asked to vacate the premises without a refund. Please contact us immediately if you have any questions. If a supplemental contract is required by Owner's assigned agent, Bainbridge Vacation Rentals, you will be asked to read and sign that contract as well. Please keep these documents as your receipt.

In addition to this contract, there is a complete House Manual, on-line and on premises, describing all aspects of the Beach House, things to do, where to go, and all the information you will need. Pets are not permitted and smoking is strictly prohibited. Children are welcome and must have as much fun as parents. We want everyone to enjoy this family oriented vacation spot. Rental rates are quoted in US dollars and subject to change. Tenants assuming liability must be 25 years of age or older at time of check-in; exceptions may be made on an individual basis.

This agreement is made and entered into between the Owner of Bauhaus Beach House, and/or its assigned agent, Bainbridge Vacation Rentals, and _____, hereinafter Guest(s) for the short term vacation rental of the residential premises situated at 9865 Manitou Beach Drive NE, in the City of Bainbridge Island, County of Kitsap, State of Washington, under the following terms and conditions:

PAYMENT OPTIONS: VISA, MasterCard; Cashiers/Registered/Personal Check are also acceptable with a credit card number and personal info. A 50% non-refundable deposit is required to reserve your stay. Rates do not include a minimum \$175 cleaning charge and Security deposit of \$1,000. The balance is due 60 days prior to arrival. If you cannot make your reservation date, we will attempt to re-rent the Beach House for the reserved week(s) and apply the balance toward a future stay, less a \$300.00 cancellation fee. Check in is 4:00pm and Check out is 11:00am. We ask that Guests check out promptly to avoid additional fees, however, early arrival and/or later departure times may be possible with advance written approval by owner or agent.

RATES:

VACATION RENTAL RATES		Daily	Weekly	Monthly
High Season	June 01 – August 31	\$425	\$2,975	\$11,050
Low Season	September 01 – May 31	\$350	\$2,450	\$7,350

An additional \$175 cleaning fee applies per vacation rental, or every two weeks for monthly rentals.

LONG-TERM RENTAL RATES		2 – 3 months	3 – 6 months	6 – 9 months
Low Season	September 01 – May 31	\$6,250/mo.	\$5,000/mo.	\$4,250/mo.

Long-term rental rates include all utilities and maintenance: bi-monthly housecleaning, landscaping, cable/phone/internet, heating, water, sewer, electric, garbage, and alarm. If applicable, an additional broker and/or Owner's assigned agent commission will be charged for long-term rentals.

TERM: The term will commence at 4:00 pm on the day of check in and continue until 11:00 am on the day of check out. If Tenant has not vacated premises by 11:00am, Guests will be charged \$100.00 per hour past 11:00 a.m. on the day of check out or the equivalent of on one additional night's rental, which ever is greater.

MULTIPLE OCCUPANCY: It is expressly understood that this Agreement is between the Owner and/or Owner's agent and each Guest signatory jointly and severally. Each signatory will be responsible for timely payment of rent and performance of all other provisions of this Agreement.

HOLDING OVER: Because of the nature of the Owner's and/or agent's businesses (short term recreational rentals) Guests acknowledge, and is hereby put on notice that any unauthorized "holding over" of the property past the stated rental period could jeopardize Owner's and/or agent's businesses and cause loss of rental income from other previously booked guests, temporary and/or permanent loss of business, goodwill and reputation and could force the Owner and/or agent to breach an agreement with a similar short term recreational guests who have reservations during the Guests' unauthorized "holding over" period. In the event Owner and/or agent may be legally liable for financial damages to said other guests, Guests should be aware that unauthorized "holding over" has been construed as a factor in establishing "malicious continuing occupation" of rental property, which may entitle Owner to treble damages in any unlawful detained action. Guests also recognize that unauthorized "holding over" could be grounds in court case as a cause for intentionally interfering with Owner's and/or agent's prospective business advantage. In addition, we will charge \$100.00 an hour past 11:00 a.m. on the day of check out or the equivalent of on one additional night's rental, which ever is greater. All such costs, plus tax, will be charged to the Guests' credit card and Guests and any invitees will be subject to immediate eviction.

ASSIGNMENT AND SUBLETTING: Guests will not assign this Agreement or sublet any portion of the premises.

CHANGE IN THE NUMBER OF GUESTS/CONDUCT OF GUESTS: Please inform us of any changes in the number of guests before your arrival. Unless you've received written permission from Bauhaus Beach House or it's assigned agent, Bainbridge Vacation Rentals, the unit shall not be used for parties. There shall be no excessive noise or music, or any illegal activity.

TELEPHONE and CABLE TV: The telephone and cable service are provided in the unit for Guests' use. It is free of charges to you inside the continental United States only. Please use a calling card for international calls. Any additional charges showing on the phone bill or cable TV bill will be deduction from your security deposit, which could take up to 60 days after your departure.

ANIMALS: No animals allowed on the premises without express written consent of Bauhaus Beach House or its assigned agent, Bainbridge Vacation Rentals. A minimum \$500 fine will be charged for non-compliance, plus Guests will be charged for any additional cleaning. Guests may be given written permission to bring a pet onto the premises pending written approval and a negotiated nonrefundable pet fee. There shall be no more pets or different pets than agreed to on the premises, or complaints from neighbors about excessive noise due to Guests' pet.

MAINTENANCE AND REPAIRS OR ALTERATIONS: Guests acknowledges that the premises are in good order and repair upon inspection, unless otherwise indicated. Guests will at his/her own expense, maintain the premises in a clean and sanitary manner including all furnishings, floor and window coverings, decorative items, equipment, appliances, smoke detectors, plumbing, heating and air conditioning and will surrender the same, at termination, in as good condition as received, normal wear and tear expected. Guests will be responsible for any damages caused by his/her negligence and that of his/her family, invitees and guests. Guests will not paint, paper, redecorate or make alterations to the premises. Guests will not commit any waste upon the premises, or any nuisance or act, which may disturb the quiet enjoyment of any tenants/owners in the neighborhood.

SECURITY AND INVENTORY OF THE UNIT: When Guests assume possession of unit, Guests assume responsibility for it and it's contents, as well as Guests' own personal property. Guest will keep all provided furnishings and equipment in good condition and repair, and will be responsible for any damage to them other than normal wear and tear. Any items that are found damaged or missing from unit will be charged at replacement cost plus a 20% administration fee. You will be charged \$100.00 for lost keys and alarm key fobs. Always lock the doors and windows when you leave and leave automatic entry lights on.

DAMAGES TO PREMISES: If the premises are damaged by fire or from any other casualty, which renders the premises unrentable, either party will have the right to terminate this Agreement as of the date on which the damage occurs. Written notice of termination will be given to the other party within fifteen (15) days after occurrence of such damage. Should such damage or destruction occur as a result of the negligence of Guests, or his/her invitees, then only the Owner will have the right to terminate. Should this right be exercised by either the Owner or Guests, the rent for the current period will be pro-rated between the parties as of the date the damage occurred and any prepaid rent and unused security deposit will be refunded to Guests if such damage or destruction was not the result of the negligence of Guests or his/her invitees. If damage is the result of Guests or his/her invitees, all damage will be paid for by the Guests and/or his/her invitees.

REPAIRS: Please call Owner's assigned agent, Bainbridge Vacation Rentals, immediately at 206-855-9763, or after hours at 206.595.5015, to inform us of any needed repairs and they will be repaired as soon as possible. No discounts or refunds will be issued for malfunctioning household equipment unless it poses a safety hazard, in which case a prorated refund will be given. This prorated refund does not apply to any outdoor recreational equipment or non-critical items that may be found within the house.

ENTRY AND INSPECTION: Owner will have the right to enter the premises a) in case of an emergency, b) to make necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services, show the premises to prospective or actual buyers, lenders, tenants, workmen or contractors, c) when Guests have abandoned or surrendered the premises. Except under a. and c. entry may be made only during normal business hours, and with at least twenty-four (24) hours prior notice to Guests. Outdoor maintenance such as gardening and lawn care will be made during normal business hours without any prior notice to or consent from Guests.

INDEMNIFICATION: Owner and assigned agent, Bainbridge Vacation Rentals, will not be liable for any damage or injury to Guests or any other person(s), or to any property occurring on the premises, unless such damage is the legal result of the negligence or willful misconduct of Owner, his/her Agents or Employees. Children are welcome, however, there may be conditions in and around the unit that may pose hazards to them, as well as to adults. Children must be supervised at all times. All minors are to be supervised by an adult at all times while in or near the spa/hot-tub. Guests will hold Owner and/or his/her Agent harmless from any claims for damages, no matter how caused,

except for injury or damages caused by negligence or willful misconduct of Owner, his/her Agents or Employees. Guests acknowledges that Owner's insurance does not cover Guests' personal property or improvements.

PHYSICAL POSSESSION: If Owner is unable to deliver possession of the premises at the commencement date set forth above, Owner will not be liable for any damage caused, nor will this Agreement be void or voidable, but Guests will not be liable for any rent until possession is delivered. Guests may terminate this Agreement if possession is not delivered within one (1) day of the commencement of the term in item one (1).

DEPOSITS REFUNDS: The balance of all deposits will be refunded within three (3) weeks from date possession is delivered to Owner or his/her agent, together with a statement showing any charges made against such deposits.

CANCELLATIONS BY OWNER OR ASSIGNED AGENT: In the unlikely event that we will have to make any changes to confirmed reservations, we will advise you at the earliest possible date. If this does happen, you will be given a full refund. We will also attempt to locate another facility for you. We will not be liable for any further obligations or claims.

WAIVER: Failure of Owner to enforce any provision of this Agreement will not be deemed a waiver. The acceptance of rent by Owner will not waive his/her right to enforce any provision of this Agreement.

TIME: Time is of the essence of the Agreement.

ATTORNEY'S FEES: In any action or proceeding involving a dispute between Owner and Guests arising out of this Agreement, the prevailing party will be entitled to reasonable attorney's fees.

FAIR HOUSING: Owner and Guests acknowledge that the state and federal housing laws prohibit discrimination in the sale, rental, appraisal, financing or advertising of housing on the basis of race, religion, color, sex, familial status, sexual preference, handicap or national origin.

SALE OF PROPERTY: The Owner may list and sell the property. If the Owner enters into a sale agreement that requires that the property to be turned over to a buyer, it may require the contract to be cancelled. A property may be reserved while in escrow. In the event that escrow does not close, the contract may be cancelled. All funds will be returned to the guest without deduction and we will advise you as quickly as possible. In this event, we will not be responsible to relocate to another property, if notice has been given to Guest.

ADDITIONAL TERMS AND CONDITIONS:

A. **RENT MONEY IS NON-REFUNDABLE** unless otherwise provided for herein. We will, however, make every effort to re-rent the time spot reserved by you; and if it can be rented, you may have the rent deposit money refunded less 15% handling charges.

B. **THERE IS NO SMOKING INSIDE THE UNIT.** Guests will be charged a \$500.00 fine, plus cleaning of drapes, bedspreads and bed linens, and any additional cleaning costs, if there is any smell of tobacco in the unit. Please refrain from excessive use of cologne or perfume while in the unit, as this is also a common allergen and may require additional cleaning.

C. The unit is in a residential neighborhood. Guests and invitees agree to have consideration for others and refrain from unnecessary noise, e.g. loud radios or yelling which may cause a disturbance of the peace and quiet of nearby neighbors.

D. Check in time is 4:00pm. Check out time is 11:00 am. Contract will be guaranteed upon receipt of signed contract and clearance of check.

E. The Owner may provide beach or sports equipment for use by Guests. By execution of this Rental Agreement/Lease, it is agreed that said equipment will remain Owner's property and Guests are free to use same in an appropriate and safe manner. If Guests (or Guests' designated user) shall use such equipment, they shall use and enjoy them at their own risk and be responsible for any injuries caused by equipment. If any Guest (or Guest's designated user) is injured or harmed in the use of such equipment, Owner or Owner's Agent shall not be responsible or liable for any injuries related to the use and enjoyment of the sports/beach equipment.

F. Refunds will not be made on a home that is "unacceptable" to the guest. Nor is Bauhaus Beach House or its assigned agent, Bainbridge Vacation Rentals, responsible for the weather or other "Acts of God" for which there will be no refunds.

G. ITEMS LEFT BEHIND AT RENTAL UNIT: Owner and its assigned agent, Bainbridge Vacation Rentals, are not responsible for items left behind. Minimum charge for returned items by USPS or UPS is \$35.00.

H. RUBBAGE/TRASH: Each rental has a trash receptacle. **One** trash can per week reservation is allotted for each reservation. All trash must fit into the trash can provided. Trash cans with non-secured lids and trash bags left outside will be charged \$45 an hour for clean up if animals (i.e.: raccoons) get into the trash, so please make sure the lids are closed! Please do not leave trash bags outside the unit!!! Any extra trash will be charged to the credit card on file at \$45.00 up to a 33-gallon trash bag. Please note the trash pick-up day. Guest will find directions for trash pickup day in the rental. If guest is staying at the rental during or the night before trash pick up day, please put the cans out for pickup the following day(s). Recycling is encouraged! We ask you to follow the directions provided at the unit.

HOUSEKEEPING/SUPPLIES: A starter supply of paper and soap goods for bath and kitchen are provided. Housekeeping services are not provided during your stay unless otherwise arranged. Please leave the unit as you found it. Basic housekeeping supplies are provided to do your own cleaning during your stay. All appliances should be left clean including any outdoor barbecues. All perishable food items should be removed from the refrigerator. All items and furniture should be left in their original location. Excessive cleaning will be charged to your credit card at \$45/hr with a 1-hour minimum. Excessive cleaning is considered anything beyond changing bed linens, laundering linens, dusting, vacuuming, cleaning the bathroom (s), and putting away clean dishes.

DISTURBANCES: Guests shall not disturb, annoy, endanger or interfere with other guests or neighbors, nor use the premises for any unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance upon or about the premises. Committing any of the foregoing acts shall be deemed a breach of a material covenant causing tenancy to the property to immediately terminate and all monies retained without refund.

RECREATIONAL VEHICLES: Recreational vehicles are not permitted on the premises without advance written confirmation from Owner or assigned agent. This includes all oversized recreational vehicles, buses, campers and trailers.

ENTIRE AGREEMENT: The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by all parties.

Please complete and initial below:

Unit Reserved: A Bauhaus Beach House x_____

Date of Arrival: _____ Check-in Time: 4PM x_____

Number of Guests: # _____ x_____

You are NOT bringing a pet x_____

I have read and agree to all terms:

Name of Guest: _____

Signature: _____

Name of Guest: _____

Signature: _____

Date: _____

Credit card #: _____ Expiration: _____

Name on Card: _____ Three digit security code: _____

Phone #: _____ Drivers License #: _____

If payment is by check, please include and

MAIL TO:

Attn: Bauhaus Beach House
Bainbridge Vacation Rentals
PO Box 10573
Bainbridge Island, WA 98110