**The Stone House Vacation Property**

**Owner: Dennis Evans Orchards, LLC (Evans Family)**

**Contact: Michelle Fanton 509-470-2634**

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*VACATION PROPERTY USE AGREEMENT\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

Dennis Evans Orchards, LLC agrees to rent **The Stone House at Tunnel Hill Winery** located at 37 Route 97A, Chelan,WA 98816 to \_\_\_\_\_\_\_\_\_\_ (Tenant) for a period of \_\_ nights, beginning at 4:00 pm on \_\_\_\_\_\_\_\_\_\_, 2021 and ending at 11:00am on \_\_\_\_\_\_\_\_, 2021. Tenant agrees that the property is **limited to the use of \_\_ people (\_\_ adults, \_\_ child) (initial \_\_\_\_\_)** at all times, for the agreed amount of $\_\_\_\_\_0 plus 10.3% sales tax, a cleaning fee and reservation/damage deposit, as detailed on page 4. Tenant understands and agrees that **smoking is not permitted (initial\_\_\_\_\_)** inside the rental unit, **no pets are allowed on the property (initial \_\_\_\_)**, and daily housekeeping services are not provided. Tenant also understands and agrees that provided amenities may not be removed from the property and furnishings must be replaced to original positions if moved **(initial\_\_\_\_).**

**Booking Procedures:**

Payment(s) and reservation arrangements must be made by the person named as tenant (listed above) and must also be the same person who initials where indicated (above) and signs on page 4 of this rental agreement. Furthermore, **tenant must agree to provide a photocopy of a picture ID (i.e. valid drivers license or passport), upon request by owner.** Tenant agrees and understands that sub-leasing is not permitted and **tenant must be physically present and available for contact by owner during their stay***.*

**Reservation Confirmation and Payment:**

A tentative reservation was taken by owner on the booking date of \_\_\_\_\_\_\_,2020. The deposit, total rent, fees, and a signed and initialed copy of the rental agreement should be returned to Owner within ten days. If not received by **\_\_\_\_\_\_\_\_, 2020** the reservation will be released.

**Final Payment Confirmation and Arrival Info:**

Upon submitting payment you will receive an e-mail confirmation that payment has been received and an e-mail including specific information for your vacation rental including how to gain access to the property and driving directions to the property.

**Damage Deposit Refund Policy:**

The damage deposit will be refunded via personal check promptly (within 14 days) after your departure, so long as the property is vacated undamaged, with the inventory intact, any additional charges incurred paid and with checkout procedures followed as posted in the unit (such as, all personal belongings taken from unit, waste baskets emptied into dumpster, all used dishes washed and put away, all used beds stripped with linens piled on the bed, one load of towels started in the washer, all keys left on counter except for key in lockbox, doors closed and locked.)

Tenants are responsible for the cost of any damage they may cause or unauthorized expenses they incur during their stay, including any additional guests. Unless other payment arrangements are made, these will be deducted from the damage deposit. Liability is not limited to the deposit amount. If damage caused by the tenant to any part of the rental property exceeds the amount of the damage deposit, tenant understands and agrees that they are responsible to pay the additional cost for replacement or repair of damaged items. Amounts deducted from your deposit refund, if applicable, would be as follows: Missing keys $25, garbage removal from unit or patio $25, kitchen cleaning $25, removing evidence of smoking or extensive carpet soiling will be cost of professional carpet cleaning service.

**Cancellation Policy:**

**If the reservation is cancelled at least 60 days before the occupancy date the rental deposit, rent and fees will be refunded in full.** In case the need to cancel for any reason should arise, it is strongly recommended that you purchase travel insurance. Plans can be found at insuremytrip.com or travelguard.com.

If prior to arrival date, Owner learns that the property has become unrentable for any reason, Owner will notify the listed renter as soon as possible, attempt to locate a replacement and refund promptly all money paid for the reservation.

**Fire, Smoke or Disaster Policy:**

No refunds will be given unless a mandatory evacuation notice has been given for this specific street or the property is unable to be inhabited due to local regulations or mandates by the relevant municipality (Chelan County). In those cases, Owner will refund any unused portion of the rent.

**Eviction Policy:**

Tenants are subject to immediate eviction and removal from the rental for the following infractions: (1) Smoking inside rental or inappropriate disposal of lit smoking products (fire hazard); (2) unauthorized pets in or on the rental property; (3) Number of occupants exceeds the number of contracted guests; (4) complaints of noise, loud music, foul language, disturbing of the peace or law enforcement response to the property regarding problems caused by tenant or their guests.

Tenants and their guests agree to adhere to all laws (local-state-federal) and keep the property in a generally clean and orderly condition.

If behavioral violations occur resulting in law enforcement and/or property management response to the property the entire deposit fee will be considered forfeited. If eviction occurs, the entire amount of rent and damage deposit will be forfeited.

**Pet Policy:**

No pets are allowed on the property at any time.

**Release, Hold Harmless and Indemnify:**

Tenant and Guests acknowledge there are inherent risks and dangers in utilizing a vacation property. In consideration of entering into this vacation property use agreement the undersigned, individually and on behalf of their family, guests, invitees, heirs and personal representatives, agree to assume all risks and responsibilities regarding the use of the vacation property and any equipment or other personal property on the vacation property. We hereby release, discharge, waive and hold harmless the Owners against any and all claims, demands, loss, and costs of defense associated with the Tenant’s, Guests and Invitees use of the vacation property or personal property. If children (minors) are present on the vacation property, the Tenant and Guests covenant to inspect the property (real and personal) prior to use by the children and to supervise the children.

**Other Items:**

Check-in time is after 4 p.m. and check-out time is no later than 11 a.m. (No early check-ins or late check-outs, except if arranged previously).

The local contact for maintenance items is Michelle Fanton 509-470-2634.

Rates include the move-in linen and towel setup and utilities as provided on the premises. Daily maid service is not provided.

Any reservation obtained under false pretenses will be subject to forfeiture of advance payment and the party will not be permitted to check in or stay.

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Rent Amount $

Cleaning Fee $150

Total Rent $

Cleaning Fee $

Subtotal $

State and Local Sales Tax (8.3%) $

Lodging Taxes (2%) $

Total Rent, Fees and Taxes $

Reservation/Damage deposit $600

Total Amount Payable $

**Signed agreement, deposit, rent and fees to be received by \_\_\_\_\_\_\_\_\_, 2020.**

Make checks payable and send to: Dennis Evans Orchards, LLC

75 Hwy 97a, Chelan, WA 98816

$50 charge for NSF checks

Please contact us for details on making a payment electronically or with credit card.

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I have read this rental agreement and agree to take responsibility for my group and abide by the terms of this agreement.

Tenant’s Signatures \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

Tenant’s Address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email & Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_