

Short Term Rental Agreement
for
1 Butternut Lane
Sunriver, OR

This agreement is made between Jason and/or Kristin Speck, hereinafter “the Owners”, and _____ hereinafter “Renter”. The owners agree to rent to Renter the selected property (hereinafter referred to as “rental”), under the following conditions:

This agreement shall commence on the _____ day of the month of _____ in the year _____ and terminate on the _____ day of the month of _____ in the year _____. The Renter agrees to pay the Owners \$_____ for the stay. In return, the Owners agree to grant use of the property described as Butternut located at 1 Butternut Lane, Sunriver, Oregon for the dates listed above. Check-in time is after 4:00 p.m. Check-out time is 11:00 a.m., unless other arrangements are made.

DEPOSIT: To secure the dates requested, a deposit of the \$250 refundable security deposit must accompany the signed rental agreement.

RENT: 50% of the rental fee is due 60 days before your stay. Balance of rent is payable 30 days in advance of occupancy and can be paid by PayPal or personal check.

DAMAGES: A refundable \$250 deposit will be required in advance of occupancy, which will protect the Owners against theft from or damage to the property hereinafter referred to as “damages”. Deposit will be returned 15 days after renters vacate property if the unit suffers no damages. Deposit may be applied by the Owners to correct damages and such act shall not prevent the owner from claiming monies in excess of the deposit for correction of damages. Renter agrees to provide the Owners with forwarding address prior to commencement of lease. Renter agrees to properly use and operate all furnishings, including electrical and gas appliances, plumbing fixtures, electronic home entertainment property, fireplaces, heaters, and all other items of whatsoever kind or nature provided during the term. Renter **also agrees to leave the home so that no extraordinary housekeeping will be required after departure.** Renter understands their responsibility as occupant and accepts financial burden for any damages to the property caused by the renter or their invitee. By signing below, Renter agrees to pay replacement value for any items that are damaged or lost to theft during their stay, or for extra cleaning required. The owners will notify the renter in writing of the costs of damages or extra housekeeping within 15 days after your departure.

CANCELLATION: Cancellations are fully refundable if cancelled 60 days or more prior to the date your rental was to begin. Cancellations made between 30-60 days in advance will receive a 50% refund. Cancellations made less than 30 days in advance receive no refund. If the renter cancels and the owners are able to rent the home for some or all of the cancelled days, the renter will receive a full refund for the days that the home is rented. There are no refunds due to weather.

LOST KEYS: Renter will receive two front door keys, 2 hot tub keys and 2 keys to the garage. There is a \$40 fee for any lost key.

MAINTENANCE & REFUNDS: The Owners make every effort to assure that appliances in the home are in operating condition, and ask you to report any problems as soon as they are discovered. The owners will make every effort to correct the problem; however, at times we must wait for parts or outside service. Refunds cannot be made for inconvenience due to mechanical failure of appliances.

MAXIMUM NUMBER OF PEOPLE: Each home has a maximum occupancy limit. All guests ages one and over are counted as chargeable guests. Any party falsely representing the number of people in the home or exceeding the number paid for may be subject to immediate eviction without refund. Over occupancy is considered a serious violation of this rental agreement. The maximum number of guests is 7.

Initial

Date

RELEASE OF LIABILITY: The Owners shall not be liable for damage to renter's property of any type, for any reason or cause whatsoever. Renter agrees to indemnify and save and hold harmless the Owners and Sunriver Homeowners' Association from any loss, liability, damage or cost owners may incur due to occupancy of the property. Any disputes arising under this Agreement shall be mediated subject to the laws of the state of Oregon.

PETS: Dogs shall be permitted inside the rental unit subject to a pet fee of \$10 per night. If the Owners discover that pets were present in the house without paying the pet fee, the pet fee will be taken out of the security deposit. Cats are not allowed due to allergy issues with renters.

RECREATIONAL FACILITIES: The hot tub, bikes and tennis rackets are provided for your use. Renter must follow all posted instructions for the hot tub. Helmets are provided for the bikes and all renters are encouraged to use them. All provided recreational facilities/equipment carries risk of bodily injury. Renter must use at his/her own risk. 6 passes for the pools and tennis courts are provided for your use. Loss of any pass will result in a \$50 replacement fee.

WEATHER & WINTER CONDITIONS: There will be no refunds due to inclement weather or power outages.

HOLD OVER: Renter shall deliver possession of residence in good order and repair to the Owners upon termination or expiration of this agreement.

SUBLET: Renter may not sublet residence or assign this rental agreement without written consent of the Owners.

FIRE AND CASUALTY: If residence becomes uninhabitable by reason of fire, explosion, or by other casualty, the Owners may, at its option, terminate rental agreement or repair damages.

RIGHT OF ACCESS: The Owners shall have the right of access to rental for repair and maintenance during reasonable hours. In the event of an emergency, the Owners may enter at any time to protect life and prevent damage to the property.

USE: Rental shall be used so as to comply with state, county, and municipal laws and ordinances. Renter shall not use rental or permit it to be used for any disorderly or unlawful purpose or in any manner so as to interfere with other resident's quiet enjoyment of their residence. Any misuse described above shall result in termination of Rental Agreement and no refund of any payments will be issued. Quiet hours, between 10:00 pm. and 7:00 am must be respected. Renter agrees to abide by all rules of the Sunriver Homeowners Association.

INDEMNIFICATION: Renter releases the Owners from liability for and agrees to indemnify the Owners against losses, incurred by the Owners as a result of (a) Renter's failure to fulfill any condition of this agreement; (b) any damage or injury happening in or about rental or premises to renter's invitees or licensees or such person's property; (c) Renter's failure to comply with any requirements imposed by any governmental authority; and (d) any judgment, lien, or other encumbrance filed against renter as a result of renter's action.

ENTIRE AGREEMENT: This agreement and any attached addendum constitute the entire agreement between the parties and no oral statements shall be binding. It is the intention of the parties herein that if any of this rental agreement is invalid, for any reason, such invalidity shall not void the remainder of the rental agreement.

FAILURE OF THE OWNERS TO ACT: Failure of the Owners to insist upon compliance with the terms of this agreement shall not constitute a waiver of any violation.

Initial

Date

SMOKING: Smoking is not allowed inside the property. Smoking is permitted on the deck. All cigarette butts must be disposed of properly. If you smoke in the house, you forfeit all of your security deposit.

PARKING: Renter agrees to park in the garage or driveway. Any cars parked along the roads in Sunriver will be fined.

ATTORNEY'S FEES: In any action or legal proceeding to enforce any part of this agreement, the prevailing party shall recover reasonable attorney's fees and costs.

I have read the foregoing agreement and agree to abide by the above conditions and also verify that the information provided by me is accurate and correct.

Renter's Signature

Date

Renter's Printed Name

Renter's Driver's License Number

Renter's Address

Renter's Cell Phone¹

City, State Zip

Number of Guests

Age of Guests

Owner's Signature

Date

¹We request a cell phone number should we have an urgent need to contact you during your stay and cannot reach you at the house. Please provide the number for a phone you will have with you as you travel around the central Oregon area.