

VACATION RENTAL APPLICATION AND AGREEMENT

The undersigned hereby offer to rent the _____ property (hereinafter the "Rental Property") as a vacation rental for the period set forth below. The undersigned shall be personally liable for payment of the Rental Fee set forth below. The only persons authorized to occupy the Rental Property during the rental period will be the following:

- 1. _____ 3. _____ 5. _____
- 2. _____ 4. _____ 6. _____

(add more on second page as needed)

Your credit card number is collected in lieu of a damage deposit for some homes, if you have not been request to send a damage deposit, please enter your card info below:

Type: _____ CC Number _____

Expiration Date: _____ CSV: _____

The undersigned acknowledge and agree that this rental will be subject to the following terms and conditions:

1. **Application.** This document shall be considered only as an offer by the undersigned to rent the above Rental Property on the conditions set forth herein and shall not constitute an agreement until such time as Lopez Village Properties has received the Rental Deposit specified below and countersigned the Application.

2. **Rental Period, Fee and Deposit.** The Rental Period shall be from 4:00pm on _____, 20__ until 11:00am on _____, 20__. The Rental Fee shall be \$_____. A Rental Deposit of \$_____ is submitted with this Application. The remainder of the Rental Fee will be paid at least Thirty (30) days prior to the date the Rental Period begins. If this Application is being submitted within Thirty (30) days of the date the Rental Period begins, the full Rental Fee is submitted with this Application.

3. **Cancellations.** If the undersigned cancels the Agreement more than Thirty (30) days prior to the beginning of the Rental Period, the Deposit, less a \$25.00 administrative fee, shall be refunded. If the cancellation is Thirty (30) days or less from the beginning of the Rental Period, all monies paid shall be forfeited unless Lopez Village Properties is able to rent the property for the same dates and fee, in which case the Deposit, less a \$25.00 administrative fee, shall be returned.

If the Rental Property becomes unavailable through no fault of Lopez Village Properties, Lopez Village Properties will make its best effort to provide a suitable alternative property at the same price. If the alternative property is not acceptable to the undersigned, the full amount of the Deposit shall be refunded.

4. **Occupancy Regulations.** All of the Lopez Village Properties rental units are subject to occupancy limits that are established by San Juan County and set forth in the property owner's County permit. The undersigned acknowledge that they are aware of the occupancy limit for this Rental Property, as it is posted on the Lopez Village Properties website, agree to abide by that limitation, and understand that Lopez Village Properties has the right to terminate this Agreement before the end of the Rental Period if the limit is exceeded. The occupancy limit posted on the site for each home includes the total number of people allowed to occupy the property at any one time, including children, inside or out, day or night.

Tents, campers and RV's are strictly prohibited at each home. If you bring a camper or RV to the home to house additional people over and above the stated occupancy limit, you will be required to vacate the property and no monies will be refunded. Any such termination will result in a forfeiture of the Rental Fee.

5. **Accommodations.** All of Lopez Village Properties' vacation rentals are individually owned properties and reflect each owner's taste and requirements. Neither agent nor owner shall be responsible for providing any additional furnishings not presently available in the unit. If you have specific standards or requirements for your vacation residence, we suggest you view the rental home prior to making the reservation. We cannot give refunds upon your arrival.

6. **Television Reception/Internet Services/Wi-Fi.** Television reception is minimal in the islands. If your rental home does not **specifically state that it has cable or satellite there may be no television reception at all.** Some homes have internet access and wi-fi, as well as satellite or streaming TV. Please check the individual property description to determine which homes do have these services.

Occasionally the internet service, wi-fi or satellite TV services will stop working. If this happens while you are at the property please let us know so we can request a repair. However, these services are provided by companies who typically take days, if not weeks, to send a repair person out to correct the problem. These services are completely out of our control, and Lopez Village Properties is not responsible for the failure of these services during your stay. No refunds will be issued if internet, wi-fi or TV service fails during your stay. You can also get wi-fi and internet at the Lopez Library during your stay.

7. **Repair and Service Calls.** Lopez Village Properties does not guarantee against mechanical failure of heating, televisions, VCR's, DVD's or other appliances. The undersigned agree to report any inoperative equipment to Lopez Village Properties promptly and Lopez Village Properties will make every effort to have maintenance done quickly and efficiently. Should a repair person make a call to the Rental Property and find that the equipment is in working order and the problem was due to tenant oversight, the charge for the service call will be billed to the undersigned, who agree to pay the charge. No refund or rent deduction will be made due to failure of heating, televisions, VCR's, DVD's or other appliances. Also keep in mind that Lopez is a rural community. We do not have repair people at our instant disposal and sometimes a particular problem will require someone to come from another island or the mainland. Which means the issue may not be instantly repaired.

8. **Garbage:** You are responsible for removing your garbage and recyclables during your stay. The Lopez Island Transfer Station is open Wednesday, Saturday and Sunday from 12:00 noon to 4:00 pm. The address is: 2467 Fisherman Bay Road, Lopez Island WA 98261. You are allowed to leave one 32 gallon can of garbage during your stay if the transfer station is not open while you are here. If Lopez Village Properties picks up additional bags of garbage, you will be charged \$15 per bag left at the house. Prior to your departure, please bag and remove all garbage inside the house and take it to the dump, or if the dump was not open during your stay, leave it in the outside can provided. Please do not place crab or clam shells in the garbage. These items should be returned to the beach

9. **Pets.** Some homes will accept pets with an additional pet deposit. Do not assume you can bring your pet to the house unless you have specifically requested and received written permission to do so. Most of our homes do not allow pets. If you have received permission for a pet, this extends to your pet only. Visitors may not bring additional pets on the property. If you are in a home that does not allow pets, this means there can be no pets on the property at all, even if it is just someone who is visiting you. The presence of unauthorized pets on the property

will result in eviction and forfeiture of all monies paid.

10. **Noise.** The undersigned agree to respect the privacy and property rights of the of neighbors and agree to observe a quiet period between 9:00pm and 7:00am.

11. **Check In/ Check-Out.** Check in time is 4:00pm and Check out time is 11:00am sharp.

12. **Grills:** Most homes provide either a propane or charcoal grill for your convenience. **Our house keeping staff does not clean grills** nor does Lopez Village Properties have any method to refill propane tanks. You are responsible for leaving the grill clean as a courtesy to the guests who will check in after you. If you have a propane grill at the property, you are responsible for refilling the tank prior to your departure. If you plan to grill on the day of your arrival, **the first thing you will need to do is to check the propane tank at your property to be sure you have propane.** If there is no propane in the tank, you will need to go to Sunset Builders and Hardware and have the tank filled. Lopez Village Properties is not authorized to refill propane tanks and has no method to so, Sunset Builders and Hardware is the only place on the island that can refill propane tanks. There will be driving directions and contact information for Sunset Builders and Hardware in the house.

Please be kind to the renters coming in after you and leave the grill clean and refill the propane tank if needed.

13. **Beaches:** Some homes are located on private beaches. If you are in a property on a private beach, this means the beaches to either side of you are private as well and you may not trespass on the neighbors beaches. Please stay on the beach that goes with the property. Neighbors can and will contact the local law enforcement office to report trespassing. Please leave driftwood on the beach, if you create any driftwood structures during your stay, you are required to disassemble them prior to your departure

14. **Fires:** Fires are not allowed on the beach or at any home that does not already have a fire pit. BEFORE you burn, you must check to see if there is currently a burn ban in effect on the islands. Call 1-800-323-BURN, ext. 2. Ask for the northwest region operator or enter the code SANJ for San Juan County. If a burn ban is in effect you could incur hefty fines for fires, even if they are in a fire pit. If there is no fire pit on the property, ALL fires are strictly prohibited and you may not build a fire pit

12. **Errors.** Descriptions, rates and property amenities listed on our website are subject to change without notice. Omissions, additions, or errors as well as changes in property, bedding, furnishings, equipment, etc., shall not be the responsibility of Lopez Village Properties.

The undersigned have agreed that they have read and understand the Rental Agreement, and will agree to the terms.

Renter:
Signed: _____ Dated: _____

Signed: _____ Dated: _____

Signed: _____ Dated: _____

Signed and Accepted by
Lopez Village Properties:

Agent: _____

RESERVATION POLICY. You may contact Lopez Village Properties by telephone or email to reserve a Rental Property. Lopez Village Properties will hold your reservation for a period of thirty (30) days to receive your signed Rental Agreement form (this form) and a Deposit in the amount of One-Half ($\frac{1}{2}$) of the Rental Fee. Final payment is due thirty days prior to your scheduled check in date.

However, if your Application is received less than Thirty (30) days prior to the date the rental begins, you must submit the full Rental Fee with the Rental Agreement Form. **Upon receiving payment of the full Rental Fee**, Lopez Village Properties will email you confirmation and directions on how to locate and enter the property.