

The Oregon Cliff House, LLC

48520 McKenzie Hwy. Vida, OR 97488

Vacation Rental Agreement

This Short Term Rental Agreement is made by and between The Oregon Cliff House LLC (hereinafter referred to as the OCH) and the parties listed below, (hereinafter referred to as the Guests).

Guest Name: _____

The OCH and the Guests agree to as follows:

VACATION RENTAL FEE AND DATES:

The dates of the Guests stay at the OCH are ___/___/___ to ___/___/___ . Check in is 4 p.m. and check out is 11 a.m. However, if no guest is departing the day before your arrival, or arriving the day after your departure, you may check in any time after sunrise and leave anytime before sunset. Approximately two week prior to arrival we will confirm this and give you the codes for the gate and the house.

The total cost for your stay at the OCH is \$____.00. This amount includes the Main House, Guest House, all cleaning costs and taxes. A deposit of 50% of the total amount due, is required in order to reserve your dates. The remaining balance is due 60 days prior to your stay. At this time we only accept personal checks, cashier's checks or money orders. Please make payable and mail to;

The Oregon Cliff House
1574 Coburg Rd. #875
Eugene, OR 97401

CANCELLATION POLICY: No Refunds will be given within 60 days of your arrival date. All other cancelations will be refunded 100%.

DAMAGE DEPOSIT: No additional security deposit is required at this time. However, Guests are responsible for payment for wine used/consumed from the OCH, and for damage, or if excessive clean up is required by the OCH. Guests are also responsible for leaving the house and the property reasonably clean and washing all dishes. Garbage and recyclables are to be left in designated areas.

MAXIMUM OCCUPANCY: The maximum number of overnight guest's for the quoted price is 14 adults/children. If your vacation guest list is going to exceed 20 people on any given day, please contact us. If you would like to bring an RV, trailer or have additional camping guests, please also contact us to

discuss options.

DOGS: Dogs are only allowed with written approval. If you are reading this and want to bring a dog, they have not been approved yet! Please contact us. In general only one small to medium sized, well behaved, low energy dog will be permitted.

RENTAL RULES; Guests agrees to abide by the rental rules attached as Exhibit A, at all times while staying at the OCH. Guests shall ensure all members of the rental party and anyone else permitted on the property does the same.

SEVERABILITY AND WAIVER OF CONTRACTUAL RIGHT: This Agreement supersedes any prior written or oral agreements between the parties. In the event of a default by a signatory, the remaining signator(s) shall be responsible for timely payment of all monies owed and all other provisions of this Agreement. This Agreement may be modified or amended if the amendment is made in writing and is agreed upon by both parties.

ATTORNEY'S FEES AND APPLICABLE LAW: In the event that the OCH shall prevail in any legal action brought by either party to enforce the terms hereof or relating to the demised premises, the OCH shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees. If the Guests prevail in legal action, the Guests shall be entitled to all costs incurred, including reasonable attorney fees.

INDEMNITY/HOLD HARMLESS PROVISION: Clients shall defend, indemnify and hold harmless The OCH, Nugent Holdings LLC and its owners, employees and volunteers from any and all claims, suits, actions or liabilities from injury, death of any person, or for loss or damage to property, which occur on the premises by the clients or there guests during the dates rented.

This Agreement shall be governed in and by the laws of the State of Oregon.

The Oregon Cliff House, LLC

Shaun Nugent – Signing member of The OCH

Signature: _____ Date ____/____/____

Guest Name: _____

Signature: _____ Date ____/____/____

Please send a photocopy of your driver license with this contract.

Rental Rules

Exhibit A

1. **THE GUESTS:** The signor of this contract must be at least 25 years old and be part of the group staying at the OCH. No subletting is permitted. Any illegal behavior or substances are prohibited. Guests are to abide by all state and federal laws.
2. **THE HOUSE:** The Oregon Cliff House is completely furnished for you with bedding, towels, toiletries, condiments, spices, games, cds, books, art, kitchen appliance, dishes, BBQ coals etc. Please ask if there is anything in particular that you would like. We will do our best to provide you with everything you need for a wonderful stay here. No shoes in the bedrooms please.
3. **THE PROPERTY:** The entire property is available to you. Please do not climb on or near the cliff. Wiffle balls, bats, corn hole bags and horseshoes are provided along with BBQ's, coals, propane and patio furniture.
4. **THE RIVER:** Use caution when going down to the river. The water can be extremely cold and dangerous November thru June, depending on rainfall. During the summer months the water is usually shallow enough to walk half way across and hammocks will be available along the river's edge.
5. **CHILDREN:** No children under the age of 12 years old are allowed down by the river or in the hot tub without adult supervision.
6. **PETS:** No pets are of any kind are allowed without written approval from the OCH. If your pets are approved, please pick up after them. There is a bucket and scoop for this on the side of the main shed. Dont let dogs on beds/furniture or sleep directly on carpets.
7. **FIRES:** Fires are only allowed within the designated fire pits. Firewood is provided by the OCH at no additional charge to you. Please ask for details. Please do not cut or gather wood from the grounds to burn.
8. **SMOKING:** No smoking of any kind is permitted in any of the indoor spaces. All cigarette butts are to be put in the ash try provided on the West end of the horse shoe pit or in an outside garbage can. Guests will be charged \$2.00 for every cigarette but left on the premises outside of the ash tray or garbage cans.
9. **MUSIC/NOISE:** The OCH is a very private place with only two neighbors. Only one of them is really in earshot, and neither are permanent residents. Please be respectful of property lines and neighbor's enjoyment of the river, should they be home. Music/ noise will be maintained at an acceptable level throughout the day/evening.
10. **ACCESS:** If a problem should arise such as a fire, a broken waterline, railing etc, the guests shall notify the OCH immediately and allow access to the property for purposes of repair and inspection.
11. **LEAVING THE OCH:** When you leave, please put all furniture (inside and outside) back where it was when you arrived. Wash all of your dishes and put them away. It is okay to leave a clean load in the dishwasher. Take out garbage and recyclables to their proper receptacles near the

guest house and leave the house relatively clean. You do not need to strip beds or do any laundry, although washing towels as you go is appreciated. Please lock all doors, the gate and put the keys back in the lock box. It is okay to leave windows open between June 15th and Sept 15th.

If you have any questions or special request please let us know.

Sincerely,
Shaun & Serena
The Oregon Cliff House
541-729-5644

SAMPLE