

**SHORT-TERM RENTAL AGREEMENT**  
**Heritage Family Properties, LLC**  
*Arch Cape Oceanside Escape*

This Short-Term Rental Agreement (the “*Agreement*”) is made by and between Heritage Family Properties, LLC (“*Landlord*”) and \_\_\_\_\_ (“*Guest*”) as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Guest Age: The Guest represents and promises that he/she is 30 years of age or older. Guests are both permitted and welcome to bring additional guests of every age onto the Property (“*additional guests*” or “*additional persons*”).

2. Property: The Property is located at:

80398 Carnahan Road  
Arch Cape, OR 97102

The Property is furnished and includes towels, linens, cooking ware, eating utensils and dishes, and other items commonly used in a household. “Property” for purposes of this Agreement and the Rental Rules, includes but is not limited to the home, furniture and household items, yard and landscaped areas, sidewalks, decks, driveways, parking areas and all associated real estate, improvements and personal property owned or controlled by Landlord.

3. Maximum Occupancy: The maximum number of Guests and additional guests is limited to 12 persons. For the purpose of maximum occupancy, those under 2 years of age shall not be counted.

4. Maximum Number of Automobiles; Parking Limitation: At no time shall there be more than 6 motorized vehicles on the Property. Campers, trailers and mobile homes are not allowed on the Property. All vehicles shall be parked in designated parking spaces only.

5. No Weddings and Related Parties/Activities: No portion of the Property may be rented or used for weddings or related parties and activities, including but not limited to engagement parties, bridal showers, bachelor/bachelorette parties or receptions/after parties.

6. Term of Stay: The stay begins at 5:00 p.m. on \_\_\_\_\_ (the “*Check-in Date*”) and ends at 10:00 a.m. on \_\_\_\_\_ (the “*Checkout Date*”).

7. Minimum Stay: This Property requires a \_\_\_\_ night minimum stay. If the Property is rented for fewer than \_\_\_\_ nights, the Guest will be charged the rate for \_\_\_\_ nights. The Property may not be rented for more than 14 consecutive nights.

8. Waiver/Indemnity: The Guest hereby waives any and all claims against Landlord and its employees, members, managers and agents, pertaining to personal injury or property damage or loss of any kind in relation to Guest's and each additional guest's use of the Property. The Guest further indemnifies, agrees to defend, and holds harmless the Landlord and its employees, members, managers and agents from and against any and all demands, claims of personal injury or property damage or loss of any kind arising from or relating to any use of the Property, including, without limitation, claims made or caused by Guest's additional guests, regardless of the nature or proximate cause of the accident, injury or loss, including but not limited to costs and attorney's fees, unless due to Landlord's gross negligence. Guest expressly recognizes that any insurance for property damage or loss which the Landlord may maintain on the Property does not cover the personal property of Guest, and that Guest and all additional guests should purchase their own insurance for themselves if such coverage is desired.
9. Financial Responsibility: Guest shall be financially responsible to Landlord for all obligations herein and/or damages for breach of any such obligations, and shall indemnify and hold Landlord harmless, including but not limited to costs and attorney's fees, for the actions and conduct of all Guests and additional persons allowed onto the Property, including but not limited to injuries or damages to persons or property of any kind and nature.
10. Rental Rules and Clatsop County Good Neighbor Rules: Guest agrees to strictly abide by the **Rental Rules** and the **Clatsop County Good Neighbor Rules** respectively attached hereto and incorporated herein as **Exhibit A** and **Exhibit B**, at all times while at the Property and shall cause all additional guests and other persons permitted on the Property to strictly abide by said rules at all times while at the Property.
11. Inspection and Fee and/or Termination for Non-compliance: The Landlord and its agents, including but not limited to its property manager and local representative of The Arch Cape Oceanside Escape, shall have the right to access and inspect the Property without prior notice at any reasonable time to enforce the terms of this Agreement. Should the Guest or any additional person violate any of the terms of this Agreement, the Landlord may assess a reasonable fee for the violation up to the total amount of the refundable deposit, which may be charged separately or withheld from the refundable deposit in the sole discretion of Landlord or its agent, and/or the rental period may, in the sole discretion of Landlord or its agent, be terminated immediately in which event Guest forfeits all rental fees and deposits made without proration or refund of any kind. The Guest and all additional persons waive any and all claims of any nature whatsoever if they fail to vacate the Property upon termination of the rental period pursuant to this Paragraph 11.
12. Early Check-In; Late Checkout; Terms of Agreement Apply to Early Check-In and Late Check-Out Periods; Failure to Leave by Checkout Date and Time: The Landlord has no obligation to permit early Check-in or a late Checkout. To the extent

Landlord permits an early Check-in, or a late Checkout, either verbally or in writing, or if Guest and/or additional persons check in early or are late checking out for any reason without Landlord's permission, Guest and all additional persons shall be subject to all the terms and conditions of this Agreement during such time, including but not limited to all financial and indemnification responsibilities. The failure of Guest and all additional persons to leave the Property by the Checkout Date and Time shall result in a charge for an additional night's stay, and said charge may be satisfied in full or in part, in the Landlord's sole discretion, from the Guest's refundable deposit. In such event Landlord shall be entitled to charge rent at the holdover rate of twice the daily rental amount, in addition to any other damages and/or costs incurred by Landlord.

13. Rental Rate and Fees:

- a. Due at booking: 20% of your total amount is due at booking.
- b. Deposit: A refundable deposit of \$2000.00 is included in booking the Property.

**The refundable deposit is for security and shall be refunded within 14 days of the Checkout Date to the extent no deductions are made following Landlord's inspection. At the sole discretion of Landlord, Landlord may deduct the following from the deposit:**

- i. **damage to the Property or furnishings;**
- ii. **missing furniture or other articles of personal property or fixtures;**
- iii. **dirt or other mess requiring excessive cleaning;**
- iv. **failure to leave by the Checkout Date and Time;**
- v. **fees assessed due to non-compliance (up to the total amount of the refundable deposit);**
- vi. **termination of the rental period for non-compliance; and**
- vii. **any other cost incurred by Landlord due to Guest's stay.**

**Landlord will notify Guest of the amount and reason(s) for any deductions. To the extent that the deposit is not sufficient to reimburse Landlord for the full amount due for the foregoing items i. through vii., Guest shall pay Landlord the additional amount within 24 hours of Landlord's notice. Guest authorizes Landlord to charge any excess amount to Guest's credit card although Landlord may pursue all lawful payment methods in Landlord's sole discretion.**

***If the Property appears dirty or damaged upon Check-in, Guest shall inform Landlord immediately.***

- c. Rental Rate: Payment in full of the following rental rates, taxes and fees shall be due no later than 60 days prior to the Check-in Date:

\$ _____ per night x _____ nights =	\$ _____
Cleaning fee	\$495.00
<b>Subtotal</b>	\$ _____
Clatsop County Lodging Tax (12.5%)*	\$ _____
Oregon State Lodging Tax (1.5%)*	\$ _____
Refundable deposit	\$2000.00
<b>TOTAL Due Landlord</b>	\$ _____

**\*Taxes are subject to change at any time without prior notice to Guest. Notwithstanding any other term of this Agreement, the tax rates that are in effect at the time of billing shall be the tax rates that are charged to Guest. In the event tax rates increase between the date of the reservation and the date of billing, Guest shall pay the additional amount of the taxes and the total due shall be increased accordingly.**

**\*\*Please note that this Agreement does not include any travelers' fees charged by a third party, such as VRBO, HomeAway or Airbnb. Thank you!\*\***

14. Cancellation Policy: If Guest wishes to cancel his/her reservation, the Rental Rate will be refunded as follows:

- 100% of the Rental Rate will be refunded if cancelled at least 60 days prior to the Check-in Date.
- Only the cleaning fee and refundable deposit will be refunded if cancelled less than 60 days prior to the Check-in Date.
- Once Check-in occurs there will be no refund of any rental fees, cleaning fees or taxes paid for any reason.

Should Guest cancel the reservation less than 60 days prior to the Check-in Date, and Landlord subsequently rents the Property to another party for any part of the original rental period of the Guest, Landlord will refund any rent received from the other party for any days rented of the original rental period of the Guest, up to the rental rate agreed to by the Guest, less any refunds already made, including pre-paid rental fees and taxes,. The cancellation policy herein shall be strictly applied regardless of the reason for the cancellation.

15. Travel Insurance Recommended; No Refunds; Guest Bears Risk of Loss: Landlord encourages each Guest and additional persons to purchase their own travel insurance policy with coverages acceptable to Guest and additional persons to protect against any desired risks and losses associated with their travel and stay at the Property. **Guest acknowledges and agrees that except to the extent expressly stated in Paragraph 14, there shall be no refunds of rent or other compensation of any kind for any cancellations, shortened stays, or ruined expectations caused by or**

**associated with the loss of utilities, including but not limited to power outages, lack of domestic water, natural gas, sewer, internet, or television streaming services; weather events of any kind, Acts of God, or other “force majeure” events; family or work emergencies, or other important commitments; death, disease, or sickness; government orders, travel bans, etc. (See also Paragraph 19.) Guest shall exclusively bear all risk of loss caused by or associated with any of the aforementioned events or other circumstances impacting Guest’s stay at the Property, and Guest hereby releases Landlord from all claims, losses, damages, and costs relating to such matters, including but not limited to claims for the refund of any rent. Guest shall exclusively pursue a rent refund, losses, and any other costs from Guest’s travel insurance coverage obtained by Guest.**

Guest further waives any and all damages relating to lost, stolen or damaged personal property brought by Guest or additional persons onto the Property regardless of the cause or extent of the loss, theft, or damage. Landlord shall not be responsible to store or safeguard any item of personal property brought onto the Property by Guest or additional persons. Guest and additional persons are urged to exercise good caution and judgment when bringing items of significant value onto the Property and are advised all such items are voluntarily brought at their own risk.

16. Keyless Entry System: Guest’s personal access code shall only be enabled for the timeframe of the stay as prescribed in this Agreement. Guest understands that the door will be locked and the access code disabled at the time this Agreement ends and Landlord is not required to allow Guest or additional persons access into the house once the code is disabled.
17. Entrance Areas of Property under Video Surveillance: The following areas of the Property are not private and are under 24-hour video surveillance for the sole and exclusive benefit of the Landlord: the main driveway, the main entrance to the house, the garage door, the door leading from the garage into the house, the sliding glass doors leading onto the front porch, the doors leading out of the dining room, mudroom and garage on the south side of the house, and the deck on the south west corner of the house. Guest agrees the garage and the entrance areas are not private, and acknowledges that Landlord and its agents and employees may monitor the video surveillance at any time for any reason, including but not limited to Guest’s and additional persons’ compliance with the terms of this Agreement. Tampering in any way with this video surveillance system, including but not limited to intentionally obscuring the vision of any cameras, is considered a violation of house rules. Guest shall advise all additional persons regarding the video surveillance.
18. Payment: Acceptable payment methods are PayPal or credit card. An invoice will be sent via Paypal.com that can be paid using a PayPal account, or a credit/debit card of choice. Guest is not required to have a PayPal account to make a payment. If booking through Vrbo.com or Airbnb.com, Guest will make credit card payments directly through the applicable site.

19. Miscellaneous:

- a. *Utilities:* The Property occasionally experiences power outages that are beyond Landlord's control. Landlord will report outages upon learning of same. No refunds or compensation will be given for any power outages.
- b. *Television:* The television streaming service level has been chosen by the Landlord. No refund of rents shall be given for outages, content, lack of content, or personal preferences with respect to the streaming service.
- c. *Internet:* High speed wireless internet is provided as a convenience only and is not integral to the Agreement. No refund of rents shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences with respect to internet service.
- d. *Short Term Occupancy Only:* Guest expressly acknowledges and agrees that this Agreement is solely for temporary short-term occupancy of the Property pursuant to the strict terms of this Agreement, and that Guest does not intend, and has no right, to make the Property a residence or household.
- e. *No Subletting or Assignment of Agreement:* Guest shall not sublet the Property or assign Guest's rights under the Agreement.

20. Attorney Fees: In the event Landlord hires an attorney to defend or prosecute its rights hereunder, recover damages or any amounts owing under this Agreement, Guest shall reimburse Landlord all reasonable costs and attorney's fees, whether or not incurred in formal litigation, and regardless of whether incurred in the trial court or any appellate forum.

21. Choice of Law/Venue: This Agreement shall be construed under the laws of the State of Oregon. Any suit brought to enforce this Agreement shall be filed exclusively in the Clatsop County Circuit Court and the parties consent to jurisdiction and venue therein.

22. Counterparts: This Agreement may be signed in counterparts and shall be binding upon execution by all parties. Electronically-produced signatures, scanned signatures and facsimile signatures shall constitute original signatures for all purposes under this Agreement.

By my signature below, I hereby give permission to charge my credit card for the amounts above. I agree that all amounts paid are non-refundable except to the extent expressly provided for in this Agreement. I have read my rights to purchase travel insurance, and fully release and hold Landlord harmless from any loss occurring to any personal property.

The parties agree to the terms of this Short Term Rental Agreement, as evidenced by the signatures set forth below.

Landlord:

Guest:

Sign \_\_\_\_\_

Sign \_\_\_\_\_

Name (print) \_\_\_\_\_

Name (print): \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Phone # (during stay): (360) 984-8252

Phone # (during stay): \_\_\_\_\_

Address: 2910 East 57th Ave.  
Suite 5 PMB 224  
Spokane, WA 99223

Address: \_\_\_\_\_  
\_\_\_\_\_  
Email address: \_\_\_\_\_

**Exhibit A**  
**The Arch Cape Oceanside Escape**  
**Rental Rules**

The Arch Cape Oceanside Escape Rental Rules shall apply to every Guest and all additional persons present on the Property (hereafter collectively “Guests”). Should the Guest or any additional person violate any of these Rental Rules, the Landlord may assess a reasonable non-compliance fee for the violation up to the total amount of the refundable deposit, in which event such fee may be separately charged by Landlord or withheld from the refundable deposit, in Landlord’s sole discretion, and/or the rental period may, in the sole discretion of Landlord or its agent, be terminated immediately in which event Guest forfeits all rental fees and refundable deposits made without proration or refund of any kind. Guests shall comply with each of the following:

1. Guests shall maintain the Property in a good, clean, and ready to rent condition, and use the Property only in a careful and lawful manner. Guests shall leave the Property in a ready to rent condition at the expiration of the Agreement, defined by the Landlord as being immediately habitable by the next Guests. Guests shall pay for maintenance and repairs should the Property be left in a lesser condition. Guests agree the Landlord shall deduct costs of said services from the deposit prior to refund if Guests cause damage to the Property or its furnishings. Guests also agree that if he/she/they fail to leave the Property in a good, clean and ready to rent condition, the Landlord shall deduct costs of additional required cleaning from the deposit prior to refund.
2. Guests shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. Guests shall not create noise or disturbances likely to disturb or annoy the surrounding property owners. Creating a disturbance of the above nature shall be grounds for immediate termination of this Agreement and Guests shall then immediately vacate the Property.
3. Guests shall not park for any reason or for any length of time anywhere on the Property or street besides where marked and communicated in our Welcome Packet which will be sent via email prior to stay.
4. There is a long-distance block on the telephone - a calling card is needed for long distance toll calls. Emergency medical and police service can be called by dialing 911.
5. Guests shall dispose of all waste material generated during the rental period in a lawful manner and put the trash in the bin as described in the Welcome Packet during their stay for pickup. Guests are responsible to dispose of any garbage or trash that does not fit in the bin provided.

6. Garbage is picked up early each Thursday morning. Guests shall put the garbage out as described in the welcome packet. Guests are cautioned not to leave trash outside for long periods of time because it attracts animals.
7. No animals or pets of any kind will be brought onto any portion of the Property for any reason, including but not limited to the house, garage and grounds. Provided, however, Landlord will make reasonable accommodations for a trained service animal assisting a person with a disability to the extent required by applicable laws and regulations. Guests shall be fully liable for any damages caused by a service animal.
8. There shall be no smoking inside the home. Smoking of legal substances only is permitted outside the home on the Property so long as Guests properly dispose of cigarette butt waste in a safe, responsible and lawful manner.
9. Guests shall not conduct any commercial activity on the Property.
10. Guests shall not bring or leave any hazardous substances of any kind onto the Property.
11. Landlord shall provide towels, linens, cups, knives, forks, spoons, dishes, and other items as commonly used in a household. No reimbursement will be made for unused consumables left at the Property. If consumables exist at the Property when the Guests arrive, Guests are free to use them at Guests' own caution and risk. Landlord does not guarantee the freshness or safety of any consumables provided by Landlord or left by prior Guests.
12. Only legally owned and permitted firearms shall be allowed on the Property according to State and local laws. All firearms shall be stored and handled with utmost care and Guests assume all liability for personal injuries, death and property damage related to their storage and use. Landlord shall bear no liability for Guests' or third parties' use of firearms on or about the Property.
13. Guests agree that Fireworks and other hazardous materials shall not be used in or around the Property.
14. Guests shall use the Property for legal purposes only and other uses, including but not limited to: illegal drug use, abuse of any person, harboring fugitives, etc. shall cause termination of this Agreement with no refund of rents or deposits. Drunkenness and/or disorderly conduct of any kind on the Property are prohibited and shall likewise cause termination of this Agreement.
15. Guests agree not to access the "owner's closet", even if unlocked, which contains cleaning supplies and chemicals that could be hazardous to children and adults. The owner's closet is located in the garage.

16. Guests are advised that the Property contains a propane stove and cook top, propane oven, propane water heating, propane grill, and propane fireplace, and will seek help from Landlord if the proper operation of such items is not fully understood. Guests shall immediately advise Landlord of operational or safety concerns related to propane appliances.
17. The Property has fire extinguishers installed near the front door, in the mud room, in the garage, and in the cupboard under the sink. The fire extinguishers were all fully charged at last inspection. It is the duty of all Guests to inform Landlord immediately should the fire extinguisher become less than fully charged. Guests agree to use the fire extinguisher only for true fire related emergencies.
18. The Property has fire alarms installed and they are believed to function properly at the time of rental. Guests will notify Landlord without delay if a fire alarm “chirps” or has a low battery condition.
19. Guests shall secure the Property for protection of their own and Landlord’s belongings while renting the Property by locking doors, windows, garage doors, etc. when it is prudent to do so, especially when the Property is unoccupied.
20. Valuable items left behind by Guests will be held for Guests and reasonable effort will be made to contact Guests for return. If items are not claimed for longer than 1 month they shall become the Property of the Landlord. The Landlord shall not be held liable for condition of said items.
21. Guests agree that heat shall not be set above 74 degrees. Doors and windows shall be closed when heat is in operation. Guests understand that the house is not equipped with air conditioning or cooling.
22. Guests shall not take any action to cover or otherwise damage or effect the video surveillance cameras located on the Property. Guests acknowledge that surveillance videos monitor the Property’s main driveway, the house’s main entrance, the garage door, the door leading from the garage into the house, the sliding glass doors leading onto the front porch, the doors leading out of the dining room, mudroom and garage on the south side of the house, and the deck on the southwest corner of the house 24 hours a day. All surveillance is for the sole and exclusive benefit of the Landlord. Guests acknowledge and agree these areas are not private, and Guests will not take any action in these areas in which Guests would have a reasonable desire or expectation of privacy. Guest acknowledges Landlord and its agents and employees may monitor the video surveillance at any time for any reason, including but not limited to Guests’ compliance with the terms of the Agreement.

**Exhibit B**  
**Clatsop County Good Neighbor Rules**

**Noise:** This is a rural and residential neighborhood. Quiet hours are 10 p.m. to 7 a.m. daily.

**Parking:** Parked vehicles may not block any driveway or emergency vehicle lane. Obstructing emergency access delays life-saving care. Please park smart!

**Fires:** Fires are only allowed in designated areas and/or during specific times of the year. Fires should never be left unattended and must be completely extinguished with water. This also applies to barbecues that use wood or charcoal.

**Fireworks:** The State Fire Marshal says, “Keep it legal and keep it safe.” Fireworks are prohibited on all of our beaches.

**Drones:** Flying drones over private property, restricted areas and wildlife is always prohibited.

**Pets:** Leash your pet unless you are in a clearly defined off-leash area. It is your responsibility to pick up after your pet at all times.

**Garbage:** Garbage and recycling must be placed in the provided containers. Garbage will be picked up weekly. Loose trash can attract animals and litter the neighborhood.

**Trespassing:** Be aware of private property. Use roads or sidewalks if available. Respect posted signs. A vacant lot is not a public park.

**Speed Limits:** Be mindful of posted speed limits. If you’re not sure, just slow down!

**Emergency Notifications:** During an emergency or important event, get information fast. Clatsop County can help you stay informed. Signup for ClatsopAlerts at [clatsop.co/ClatsopAlerts](http://clatsop.co/ClatsopAlerts).

**Clatsop County STR 24/7 Complaint Hotline:** 503-325-1001.