

Quincy Cottage Guest Reservation Agreement

We are so pleased that you will be staying at our home in Cannon Beach, Oregon. We welcome you as our Guests and want to provide for your comfort during your stay and also ensure the home is prepared for the next Guests.

1. Please read through this agreement, initial where required, and sign and date at the end. Make a photocopy for your records.
2. Please include a check for the deposit, made payable to Huka's Haven, LLC and write your rental dates on the memo line of your check.
3. Mail the signed agreement with your deposit check; you may fax a copy of the agreement first to hold your space for 72 hours while your original paperwork is en route. Your reservation is not guaranteed until receipt of agreement and deposit are received.

FedEx to:

Huka Haven LLC, ATTN: Tamara Yapp
605 33rd Street
Manhattan Beach, CA 90266

Phone: 602-625-3013

Fax: 310 546-2183

Email: info@quincycottage.com

RESERVATION FEES WORKSHEET

Winter Season (November 4 – March 9)

\$900 per week

Shoulder Season (March 10 - May 25 & September 29 - November 3)

\$1,200 per week, minimum stay requirements may apply

High Season (May 26 – September 28)

\$2,600 per week, minimum stay requirements may apply

Special Dates:

Thanksgiving week \$2,600

Christmas week \$2,600

New Years week \$2,600

Please Note: Reservations between 6/23 and 9/15 require a TWO WEEK minimum stay.

Check-in:

(5:00 pm.) Day of the week: _____ Month: _____ Date: _____, 200____

Check-out:

(11:00 am.) Day of the week: _____ Month: _____ Date: _____, 200____

Total # of nights: _____ @ \$ _____/night

RENTAL FEE: \$ _____
CITY of CANNON BEACH LODGING TAX (6%): \$ _____
OREGON STATE LODGING TAX (1%): \$ _____
TOTAL RENTAL FEE: \$ _____

50% DEPOSIT (due at signing): \$ _____
REFUNDABLE SECURITY DEPOSIT: \$ 500.00
CLEANING FEE: \$ 175.00

TOTAL DUE AT SIGNING OF AGREEMENT: \$ _____
Please send check with required deposit.

Please send check for 50% deposit with signed Reservation Agreement. Remaining 50% including lodging tax, cleaning fee and refundable damage deposit must be paid in full two weeks before of your stay.

Payments Accepted: Cashier's Check

Please contact our caretaker, Dave Major, at 503.436.9131 to let him know your approximate time of arrival.

TERMS OF RENTAL

Huka's Haven, LLC (hereafter "Owner") and _____ (hereafter "Guest") agree that for and in consideration of the payment of the rents and the performance of the terms of Guest's covenants herein contained, Owner does hereby demise and let unto the Guest and Guest hires from Owner for use as a residence those certain premises located at 139 W. Adams Street, Cannon Beach, Oregon, for the term shown and rental fee calculated on Page One above, which is incorporated into this agreement. Guest agrees to pay entire rent in advance in collected funds, as outlined above; if any check is not honored for any reason by Guest's bank, Guest's entire reservation may be canceled and all monies returned at Owner's discretion. If all fees are not paid on the date 15 days prior to check-in, Owner may cancel the reservation upon 48 hours notice that fees are due; in such an event, no refund will be paid by Owner to Guest.

It is further mutually agreed between the parties as follows:

1. CHECK-IN/OUT: Unless arranged prior to arrival, Guest understands that check-in no earlier than 5:00 pm. on the day of arrival and to check out no later than 11:00 am. on the day of departure. Any holding over by the Guest after the expiration of the term of this rental agreement or any extension thereof, shall be the lesser of \$50 per hour or the full daily rate.

2. OCCUPANCY: The home shall be occupied by no more than 8 people overnight. Guest and all of the occupants of the house shall observe any city, county, state or federal ordinance or law in or about the home. Guest may not sublease the home (or vacate the home, leaving it to another's control) for any reason whatsoever without advance notice to and prior permission of Owner.

3. CLEANING: Before checking out, Guest need not clean the house, except for the following MINIMUM cleaning requirements:

- Dishes should be clean and put away;
- Garbage should be gathered and bagged at outdoor trash receptacle;
- Heat should be turned down to 60 degrees;

- All doors and windows should be locked;
- BBQ grill cleaned (if used);
- All outdoor equipment returned to proper location.

4. DAMAGE: Guest agrees to ensure that no person either smokes or allows a pet of any kind to be on premises under any circumstances. Evidence of either will result in automatic forfeiture of the full damage deposit, regardless of damage caused; any damage above and beyond that paid by the deposit will be invoiced to Guest AND CHARGED ON THEIR RESPECTIVE CREDIT CARD, UNCONDITIONALLY. Guests shall be responsible for maintaining premises in good condition and for repairs due to the negligence, misuse, abuse or intentional acts of Guest, his or her family, a Guest or any other person allowed by Guest or an occupant to be on premises. If keys are lost, Guests must pay AND WILL BE CHARGED (ON THEIR CREDIT CARD) a \$25.00 replacement fee.

5. CANCELLATION/REFUND POLICY: Owner reserves time exclusively for Guest based on the dates outlined above and payment of fees outlined. Two week (High Season) minimum reservations cannot be shortened due to changes in Guest's schedules. If Guest should cancel his/her reservation more than 30 days prior to check-in, Guest forfeits the amount equal to the first TWO night's rent. If Guest cancels IN ANY TIME FRAME LESS than 30 days prior to check-in, Guest forfeits the ENTIRE deposit made, less the damage and cleaning deposits. A partial refund may be made, at Owner's discretion, if Owner is able to rent the home to another party for part or all of the canceled period. No other refunds will be given for any reason.

6. HOUSE PROVISIONS: Guest agrees to ensure compliance with the house provisions to ensure the home is ready for the next Guests:

In order to keep the environment outdoors, we ask that you please remove your shoes upon entering. Shoe bins have been placed for your convenience at each door.

- Remove all sand before entering the house or doing laundry by using hosing and outdoor shower.
- Prior notice and permission of Owner is required if Guest intends to host a group exceeding the allowed occupancy of 8 people at any time during Guest's stay.
- Guest agrees to prevent any occupant, Guest or person under Guest's control from consuming excessive alcohol, behavior-altering drugs, illegal drugs or narcotics, or other illegal substances. This shall apply to action at the premises, at other premises in or near Owner's building, or on adjacent property.

7. EMERGENCIES: In the event of an emergency, please contact Tamara Yapp at 516.724.3860, Dave Major at 503.436.9131 or Spencer Proffer at 310.432.2238.

8. PERSONAL PROPERTY, INSURANCE: Guest shall be responsible for risk of loss of, or damage to any personal property contents of the house and valuables. In addition, Guest should obtain insurance for his or her own personal property. Owner shall not be responsible for loss of any personal property of Guest or Guest's Guests.

9. LIABILITY: Guest agrees to assume all liability for, and to indemnify and hold Owner, ITS ASSIGNS AND AGENTS harmless from, all damages and all costs and fees in the defense thereof, caused by the negligence of willful act of Guest or Guest's invitees or occupants or Guests, in or upon any part of the demised premises.

10. IMMEDIATE TERMINATION. The Owner, upon 24 hours' written notice specifying the causes, may immediately terminate the tenancy and take possession in the manner provided in ORS 105.105 to 105.165 if (a) The Guest, someone in the Guest's control seriously threatens

immediately to inflict personal injury, or inflicts any substantial personal injury, upon any person; (b) The Guest or someone in the Guest's control intentionally inflicts any substantial damage to the premises; (c) The Guest has vacated the premises and is allowing another person to occupy the premises without the written permission of the Owner, and the Owner has not knowingly accepted rent from the person in possession; or (d) The Guest or someone in the Guest's control commits any act which is IN POOR TASTE, outrageous OR extreme IN A BEHAVIORIAL OR ETHICAL CONTEXT.

IN WITNESS WHEREOF, GUEST HAS READ THIS AGREEMENT AND ALL ITS PARTS. The parties hereto have executed this Agreement on the date below written.

Social Security Number

Driver's License Number/State

PRINT Guest Name

E-mail address

Guest Signature

Date

Street Address

Daytime Phone (indicate Home/Work/Cell)

City, State, Zip

Evening Phone (indicate Home/Work/Cell)