

RICHARD BECKMAN REALTY GROUP, LLC PROPERTY MANAGEMENT

114 W. Alder / P.O. Box "Y" Shelton, WA 98584
Phone 360-432-9000 Fax 360-426-1645

VACATION RENTAL AGREEMENT

1. **Person(s) and Premises:** Richard Beckman Realty Group, LLC / Property Management, hereinafter referred to as "Lessor", hereby Rents to _____, hereinafter referred to as "Lessee", those certain premises, hereinafter referred to as "said premises/premises", and further described as: 23910 Hwy 101 Hoodspport, WA98548 on the following terms and conditions:

2. **Term:** This Rental Agreement is for a weekly vacation rental. Over Night Occupancy shall never exceed 8 people.

3. Check-in date: _____; Check-out date: _____.

4. **Rent:** The rent is for 1 nights, week, months, shall be: **\$1000**, PAYABLE IN ADVANCE, without demand 30 days prior to occupancy.
LESSEE MUST mail or deliver the rent payment to: P.O. Box Y / 114 W. Alder Shelton, WA 98584.

LESSEE AGREES TO PAY \$40.00 FOR ALL RETURNED NSF CHECKS.

5. **Security/damage deposit:** Lessee agrees to pay prior to occupancy a deposit of **\$ 500.00** as security for the performance of Lessee's obligations under this Agreement. The deposit shall be held at the following depository: Richard Beckman Realty Group, LLC Property Management Trust Account at Key Bank 410 W. Railroad, Shelton, WA. Security deposit is refundable. Lessee agrees that all or a portion of the Deposit may be retained by the Lessor upon termination of the tenancy. Security deposit is required in advance which will be refunded provided there is no damage and that the unit be left clean. The Lessor shall give an itemized statement for retaining any of the deposit, together with any refund payment within fourteen (14) days after termination of contract and vacating of the premises. Any portion of the deposit retained by the Property Manager is conditioned as follows:
 - a. In the event Lessee at any point cancels this reservation 30 days or less prior to the check-in date, Lessee shall forfeit to Lessor any and all monies paid.
 - b. Lessee shall comply with the terms of this agreement.
 - c. Lessee shall restore the premises to it's initial condition, except for reasonable wear and tear, upon the termination of this tenancy and vacating the premises.
 - d. Lessee shall return to the Lessor all keys at the time of vacating the premises or as agreed.
 - e. Pets may be permitted depending on the Owner's approval; If a pet is permitted, there is a flat fee of **\$250.00**.
 - f. Any damaged property will be charged to the Lessee at a replacement cost or repair cost.

6. **Cleaning Fee:** Lessee agrees to pay a \$150.00 cleaning fee.

- 7. **Utilities:** Lessor shall pay for all service and utilities supplied to said premises.
- 8. **Notices:** Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party, Lessor or Lessee, to whom it is directed or, in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to Lessee at the address of said premises or to Lessor at Richard Beckman Realty Group, LLC 114 W Alder / PO Box Y Shelton, WA 98584. Either party, Lessor or Lessee, may change their address for purposes of the paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.
- 9. **Use:** The said premises shall be used only as a single-family residence, and Lessee shall not permit said premises or any part thereof to be used for (1) the conduct of any offensive, noisy, or dangerous activity that would increase the premiums for fire insurance on said premises; (2) the creation or maintenance of a public nuisance; (3) anything which is against the laws or rules and regulation of any public authority at any time applicable to said premises or (4) any purpose or in any manner which will obstruct, interfere with, or infringe on the rights of other persons.
- 10. **Access to Said Premises by Lessor:** Lessor reserves the right of access to said premises for the purpose of: (1) inspection; (2) Repairs, alterations or improvements, or (3) to supply services. Access shall be at reasonable times with Lessor providing 24 hour notice to Lessee, except in case of emergency.
- 11. **Parking Privileges:** Lessee agrees to use the areas designated as parking spaces.
- 12. **Hold-Harmless Clause:** This is recreational property, the Lessor shall not be responsible for slip and fall, water injury, or risks associated with recreational use and un-groomed rural trails, water or property. Lessee shall indemnify and hold Lessor and the property of Lessor, including said premises free and harmless from any and all liability, claims, loss, damages, or expenses, including any attorney's fees and/or costs, arising by reason of the death or injury of any person, including without limitation Lessee or any person who is an employee, family member, roommate, guest or agent of Lessee, or by reason of damage to or destruction of any property, including property owned by Lessee or third party, caused or allegedly caused by some condition of said premises, the fault of Lessee, or some act or omission, whether or not negligent or intentional, of Lessee or any person in, on, or about said premises as a guest, licensee or invitee of Lessee.
- 13. **Attorney's Fees:** Should any litigation be commenced between the parties to this Agreement concerning said premises, this Agreement, or the rights and duties of either in relation thereto, the party, Lessor or Lessee, prevailing in such litigation shall be entitled to, in addition to such other relief as may be granted, a reasonable sum as and for attorney's fees to be determined by the court in such litigation or in a separate action brought for that purpose.
- 14. **Authorized Occupants:** The Lessee shall not assign this Agreement or sublet the premises, give accommodation to any roomers or lodgers, or permit use of the premises for business or any purpose other than a private dwelling solely for the Lessee and his/her family, friends , consisting of the following persons:

NAME	AGE	RELATIONSHIP
_____	_____	_____
_____	_____	_____
_____	_____	_____

15. **NON SMOKING:** Please be advised that this is a NON SMOKING home. Smoking by Lessees and/or their guests must be restricted to an area outside the home and at a distance far enough away to prevent smoke from entering the home. Should the Lessee Smoke or allow guests to Smoke in the premises an \$800.00 fee will be due immediately.

16. **Sole and Only Agreement:** This instrument constitutes the sole and only agreement between Lessor and Lessee respecting said premises or the leasing of said premises and any equipment or personal property subject to this Agreement to Lessee by Lessor. It correctly sets forth the obligations of Lessor and Lessee to each other as of its date, and any agreements or representations respecting said premises.

17. **Lessee Statement:** Prior to signing this Agreement, Lessor provided me the opportunity to take this agreement to any attorney of my choice or any other person or agency of my choice for review.

18. **Savings Clause:** To the extent that any clause or term of this Agreement is declared invalid or unenforceable, such declaration shall not affect or invalidate any other portion of this Agreement. This Rental Agreement shall be automatically revised to reflect any changes in law, and any provision not in compliance with law shall be reformed to be lawful while meeting the intent of such provision to the greatest extent possible.

19. **Agency:** Washington State Law requires real estate licensees to disclose to all parties to whom the licensee renders real estate brokerage services whether the Licensee represents the Lessor, Lessee or both. The Richard Beckman Realty Group, LLC represents the Lessor. Lessee acknowledges the receipt of the pamphlet "Law of Real Estate Agency."

20. **Vacancy Date:** Lessee agrees to vacate the premises on the check-out date at 12:00 PM. Should the Lessee fail to vacate on the said date and time the rent shall increase to \$250 per day. Said rent shall be due upon written request.

21. **Check In:** Lessee may check in anytime after 3:00 pm on the day of check in.

22. Lessor and Lessee fully agree to all of the terms and conditions of this Rental Agreement and have each received an executed copy thereof, on this _____ day of _____, 2010.

Richard Beckman Realty Group, LLC
360-432-9000

Lessee

Lessee

Security Deposit	\$500.00
Rental Charge	\$1000.00
Pet Fee	0.00
Cleaning Fee	\$150.00
Amount Due	\$ 1,650.00

**Please sign and return with deposit to:
Richard Beckman Realty Group, LLC
P.O. Box Y Shelton, WA 98584**

Lessee initials _____ Date _____
Lessee initials _____ Date _____