



# Rental Agreement

Welcome and thank you for booking your vacation rental with Willows House Retreats, LLC (WHR).

Please be sure to read this rental agreement (the "Agreement") in its entirety. The vacation rental property you have selected (the "Vacation Rental") may have additional rules, policies, terms and conditions that apply to your stay, which are found in the description section(s) of the Vacation Rental listing.

Among others, this Agreement contains the following important terms:

- Any payments you make are non-refundable.
- Depending on certain circumstances and at Willows House Retreats, LLC "WHR" sole discretion and goodwill of the WHR may issue you a future travel credit for The Seaview Manor as your sole and exclusive remedy (which are subject to certain restrictions set forth at issuance including that travel credits are non-transferable and must be used within 2 years from issuance).
- You are releasing Willows House Retreats, LLC and the homeowner from certain types of liability and agreeing to assume certain risks on behalf of yourself and each individual present during the stay (Sections 12 & 13); you are aware that traveling may increase your risk of contracting COVID-19.
- This Agreement requires claims to be resolved through Arbitration (Section 17).
- This Agreement contains a Jury Trial waiver and a class action waiver (Section 19).

By signing this agreement, you are acknowledging and agreeing to each term included in this Agreement, which specifically includes each of the above-described terms and conditions, as well as all other applicable rules, policies, terms and conditions.

**BOOKING TRANSACTION.** This Agreement is between WHR and the individual completing this booking transaction for the Vacation Rental ("you" or "Guest"). WHR provides the Vacation Rental subject to the terms of this Agreement. You agree that you will be present at the Vacation Rental for the entire duration of the reservation and that you will be responsible for the actions and behavior of each individual present at the Vacation Rental during your stay. This includes ensuring everyone in your party or otherwise present at the Vacation Rental (each an "occupant") is aware of and in compliance with the terms identified in this Agreement. If you are bringing a minor as an occupant, you acknowledge and agree that you are solely responsible for the supervision of that minor throughout the duration of your stay and agree to the terms of this Agreement on each minor's behalf.

1. **PAYMENT TERMS & CANCELLATION.** The total amount due, including the base rates, taxes, and fees are displayed on the checkout webpage for the Vacation Rental. A portion of your total payment may be due upon checkout, as indicated in the "amount to be charged now" line. The balance is due prior to arrival. Please review these amounts carefully. **You may cancel your booking at any time, however, all amounts that have been paid prior to your cancellation will be non-refundable unless specifically indicated otherwise at checkout.** Exceptions will not be made once your reservation is confirmed.
2. **HOUSE RULES & POLICIES.** These rules are detailed in the description section of the Vacation Rental listing, in an [Exhibit A](#) attached hereto, and are incorporated into this Agreement. Please review these terms carefully, as violation(s) may result in additional fees or the immediate removal of you and other members of your party from the Vacation Rental without refund. Further, violation of any law or ordinance by any individual at the Vacation Rental during your reservation will result in the immediate removal of you and other members of your party from the Vacation Rental without refund.
3. **ARRIVAL DETAILS & CHECK-IN/CHECK-OUT.** Once your booking has been paid in full, you will receive contact information for the primary contact for your stay (your "Guest Contact"). Check-in and check-out times will be communicated to you prior to your arrival, unless otherwise set forth in the description of the Vacation Rental. Please confirm your expected arrival time with your Guest Contact. If you or any member of your group fails to vacate the Vacation Rental at the designated check-out time, you grant WHR the right to charge the credit card number used to book the Vacation Rental for an additional night. Further, WHR, the



SEAVIEW  
MANOR

1906

Host or the Guest Contact may initiate any and all proceedings necessary to remove you, your occupants, or your belongings from the Vacation Rental.

4. **DAMAGE.** A credit card hold of \$1000 for incidental damage will be retained until after check out. Any damage to the Vacation Rental must be reported to the Guest Contact before check-out. You agree all damage is your full responsibility. This may include damage or loss occurring during your stay, violations of house rules or policies, additional cleaning fees, and/or any fines or other costs incurred by the behavior of you or any other occupant during your stay in violation of laws or other regulations. You grant WHR the right to charge the credit card number used to book the Vacation Rental for any such damages, including, but not limited to, additional cleaning fees. To ensure that the proper party is held responsible, please notify your Guest Contact of any damage found at check-in.
5. **FEES & ADDITIONAL SERVICES.** All mandatory and optional booking-related fees will be disclosed in the Vacation Rental listing. If you fail to select any option(s) that incur additional fees applicable to your stay (e.g., pet fees, pool heating fees, etc.) and it is later discovered that you should have paid for such option(s), you grant WHR the right to charge the credit card number used to book the Vacation Rental for the associated additional fees.
6. **MAXIMUM OCCUPANCY.**
  - a) The maximum number of people that may occupy the Vacation Rental is 10. For clarification, this number applies to all overnight guests, day visitors and children. Unless otherwise approved by Willows House Retreats, LLC in writing, occupancy over the indicated capacity may result in the immediate removal of you and other members of your party from the Vacation Rental and forfeiture of all amounts paid.
  - b) Parties and large gatherings are not permitted at the Vacation Rental under any circumstances. Conduct of unauthorized parties or gatherings may result in your removal from the property without refund and WHR may contact local law enforcement when appropriate. You agree to respect the Vacation Rental, neighbors, the surrounding community and to follow all applicable laws, regulations, ordinances and rules, including noise ordinances. You agree to conduct yourself in a manner that does not disrupt neighbors or community members.
7. **CONDITION OF THE PROPERTY.** WHR cares very much about their Vacation Rental and strives to keep it in excellent shape. If you notice any problems, hazardous conditions, housekeeping issues, or maintenance issues, please notify your Guest Contact immediately.
8. **HOST ACCESS.** You agree to allow your Host, Guest Contact, and/or their agents reasonable access to the Vacation Rental during your stay if requested. Such access may be necessary to resolve maintenance related issues you report. In the event of an emergency, the Vacation Rental may be accessed without prior notice or permission.
9. **CLEANLINESS.** You are expected to treat the Vacation Rental with respect, keeping in mind that this is an individual's home, not a hotel room. You are expected to leave the Vacation Rental in a clean, neat, and orderly condition and respect the Host's requests regarding check-out procedures.
10. **CANCELLATIONS/UNFORESEEN CIRCUMSTANCES.**
  - a) **UNFORESEEN CIRCUMSTANCES/FORCE MAJEURE.** All funds paid to WHR are non-refundable unless stated otherwise (Section 2) and no refunds will be due in the event your stay at the Vacation Rental becomes impossible for a reason outside the Host's control, including natural disasters, fire, epidemic, pandemic, federal, state, or local quarantine, civil commotion, changes in laws or regulations, evacuation orders, or other acts of government agencies. However, in such circumstances, the Host may choose, in its sole discretion and as your sole remedy, to issue a travel credit of the amounts paid as an act of goodwill. Any travel credits issued will be subject to the terms set forth at issuance, including terms regarding expiration date and non-transferability. For purposes of clarification, inclement, unfavorable, or even severe weather is not considered a force majeure event under this provision and no refund or credit is due (or will be made) to you.



SEAVIEW  
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1906

- b) **CANCELLATIONS BY WHR.** WHR highly recommends that you purchase Travel Insurance to protect against certain types of cancellations, among other risks. Other than providing a refund in its sole discretion, WHR is not responsible or liable for cancellations or any costs associated with cancellations.
11. **INDEMNITY & HOLD HARMLESS.** You agree to indemnify and hold harmless your Host and Evolve, for any liabilities, claims, damages, injuries, costs or expenses whatsoever arising from or related to your use and/or occupancy of the Vacation Rental, including, but not limited to, any claim or liability for personal injury, damage, or loss of any kind resulting from your actions or omissions, and the actions or omissions of other occupants, during or relating to your stay.
  12. **ASSUMPTION OF RISK.** You and anyone using the Vacation Rental during your stay accepts and assumes all risks involved in or related to the use of the Vacation Rental and surrounding property, pond, hot tub, or any other body of water (including but not limited to a lake or an ocean at or adjacent to the Vacation Rental), any water-related activities, features on the property, activities participated in during your stay on or off the property, amenities provided at the property, or third-party transportation vendors, as applicable, whether or not disclosed in the listing. You understand that traveling and staying in a vacation rental property may increase the likelihood of contracting an infectious disease, such as COVID-19, and you voluntarily assume that risk. You further accept and assume all risks involved in or related to any recreational equipment of any kind, including but not limited to beach or pool equipment, golf cart, bicycles, docks, boats, paddle-boards or other floating devices, game or sports equipment, as applicable. You are responsible for determining your fitness for participating in any features or activities during your stay and your ability to fully understand and comply with any directions, warnings, laws, or regulations presented. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU KNOWINGLY, VOLUNTARILY AND FREELY ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN, OF THE ABOVE DESCRIBED ACTIVITIES, AND YOU ASSUME FULL RESPONSIBILITY FOR PARTICIPATION IN ANY SUCH ACTIVITIES.
  13. **ATTORNEY'S FEES & COSTS.** If WHR employs the services of an attorney or attorneys to enforce any terms or conditions of this Agreement, you shall be liable to WHR as applicable, for reasonable attorney's fees and costs incurred.
  14. **FALSIFIED BOOKINGS.** If your booking was made under false pretense, including, but not limited to, a falsified name, age or size of party, you will be subject to immediate cancellation of your reservation, removal from the property, and forfeiture of all amounts paid.
  15. **LIMITED SHORT-TERM RENTAL.** It is expressly understood and agreed that this is a short-term, transient vacation rental and is not a lease or other long-term residential tenancy agreement, and that the Vacation Rental is not intended to be utilized as a primary residence. This Agreement is only for the licensed use of the Vacation Rental for the stated reservation dates. It creates no property rights in you and no rights to renewal or for recurring usage. If you hold over after the expiration of your reservation dates, your extended stay, if authorized, will be from day-to-day only and will not constitute a renewal or an extension for any further term. In such case, you will be liable for paying for the additional day(s) at a rate equal to two (2) times the nightly rate set for the property on the dates of your holdover, plus the actual costs of re-accommodating future tenants that were scheduled to use the Vacation Rental during such dates. You may not sublet the Vacation Rental or any part of it and shall not assign any interest (in whole or in part) to this Agreement or any rights hereunder.
  16. **ARBITRATION & ARBITRATION AWARD.** If you have a dispute that arises from or relates to this Agreement or the Vacation Rental, and if the dispute cannot be settled through direct discussions, you agree to submit all unresolved disputes, controversies or claims to binding arbitration in Washington administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, to be conducted in Pacific County, Washington or virtually, if consented to by all parties. **ANY AWARD OF THE ARBITRATOR AGAINST WHR CANNOT EXCEED THE TOTAL AMOUNT PAID FOR THE GUEST'S BOOKING AT ISSUE. YOU EXPRESSLY WAIVE ALL CLAIMS IN EXCESS OF, AND AGREE THAT YOUR RECOVERY SHALL NOT EXCEED, THIS AMOUNT.** Any such award shall be in satisfaction of all claims by you against WHR. Judgment on any award rendered in such arbitration can be entered in and enforced by any court having jurisdiction.



SEAVIEW  
MANOR

1906

17. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL WHR, OR THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND/OR OWNERS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR STAY AT THE VACATION RENTAL. THIS LIMITATION APPLIES TO ALL CLAIMS FOR DAMAGES WHETHER BASED ON A THEORY OF WARRANTY, CONTRACT, TORT (INCLUDING ORDINARY NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER CAUSE OF ACTION, EVEN IF WHR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
18. **CLASS ACTION & JURY TRIAL WAIVER.** ANY AND ALL PROCEEDINGS TO RESOLVE CLAIMS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, THE PARTIES EACH WAIVE ANY RIGHT TO A JURY TRIAL.
19. **JURISDICTION & VENUE.** This Agreement is made in, and shall be governed solely by the laws of, the State of Washington without regard to conflict of laws principles. If for any reason a claim proceeds in court rather than arbitration, such action may only be brought in the state or federal courts in Pacific County, Washington, and each party hereby submits to the exclusive jurisdiction of those courts for the purposes of any such proceeding.
20. **GENERAL TERMS.** If any section, clause, paragraph, or term of the Rental Agreement is held or determined to be void, invalid, or unenforceable for any reason, all other terms, clauses, or paragraphs herein shall be severed and remain in force and effect. This Agreement shall be binding on and inure to the benefit of the parties hereto and on each of their heirs, executors, administrators, successors, and assignees. This Agreement or any rights hereunder may not be assigned (in whole or in part) by you. This Agreement is taken in full compliance with federal, state, and local Fair Housing Laws, without regard to race, color, religion, sex, country of origin, handicap, or familial status. This Agreement becomes binding upon receipt of your initial payment. Sending payment constitutes your acceptance and agreement to these terms, conditions, limitations, and restrictions.

By Signing below (I/We), the Lessee agree to abide by the above conditions and hereby swear that the information provided herein is true:

Lease Time Frame:

Check in is 4PM on the day of your arrival.

Check out promptly at 11AM.

Lessee:

Signature of Lessee: \_\_\_\_\_

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

Credit Card Number for Incidental Deposit

Exp \_\_\_\_\_ CRV \_\_\_\_\_ \$1000 Damage Deposit Held via Venmo or Stripe

Willows House Retreats, LLC Representative \_\_\_\_\_

Date \_\_\_\_\_



## EXHIBIT A – ADDITIONAL HOUSE RULES

- Absolutely no open flames allowed in The Seaview Manor home nor on the porches.
- Parties over 14 total people including children are not allowed and grounds for revoking this contract. Anything over 14 is considered an Event and will need to be put under an Event Contract.
- The Seaview Manor is a non-smoking property and smoking will not be tolerated on the property. The fire pit sits on State Land and can be utilized as a safe place for smoking. Please do not leave any cigarette remnants-do not litter.
- Pet fee covers 2 dogs. You may bring more dogs with prior consent of owners for a \$100 pet fee.
- Strict observance of County Quiet hours of 10PM-9AM must be met.
- Dogs must be cleaned up after. Leave no trace and pick up and properly dispose of all feces on The Seaview Manor property prior to departure. Proper disposal means bagging and placing it in a trash can near the road. Failure to do so will result in a \$50 fine, no exceptions.
- Zero tolerance policy for nuisance barking. Dogs are to be kept quiet during county quiet hours of 10PM and 9AM.
- Absolutely no street parking is allowed by guests.
- Guests are limited to 5 street legal vehicles total on the property (excluding motorcycles and mopeds). Park on gravel or in designated parking spaces only.
- Garbage is limited to 1 can for your stay and is picked up on Thursday morning. Please bring the can to the side of the road Wednesday night if in the home at that time. Anything exceeding 1 can of garbage will need to be self-haul. Failure to remove all trash will result in a trash disposal fee to be determined by Willows House Retreats, LLC.
- Recycling is self-haul. Directions for recycling drop spots on the Peninsula can be found in the guest book. While we encourage you to recycle, we regret that there is no pickup at The Seaview Manor.
- All dishware and furniture and draperies must be returned to the location where it was upon arrival. No exceptions. Every window on the main floor has pull string shades, please do not move the drapes.
- Any exterior furniture including, but not limited to BBQ, landscaping materials, fire pit chairs, shovels, and sand toys are to be returned to the location where it was located upon arrival.
- There will be no charging of electric vehicles by plugging into The Seaview Manor home directly. Free Public charging is located at 207 4<sup>th</sup> ST SE, Long Beach, WA 98631 just a few miles from The Manor.
- No pets allowed on the premium bedding. Dog sheets can be found in the cabinet to protect the furniture and the beds from pet damage. If you must cuddle your pets on the bed, please make sure that the premium bedding is covered. Failure to do so will result in replacement costs payable by the Guest.
- Use of Seaview Manor beach towels is permitted. Prior to departure all Beach Towels are to be shaken of sand and debris and washed and dried.
- RV parking is not allowed without RV parking fee and previous consent by The Seaview Manor owners during your stay.
- Check out is at 11AM sharp on departure day due to the quick turnaround times between guests.