



Paradise Road Rental Agreement

Thank you for selecting our home on Lopez Island, Washington for your special visit. This contract details the conditions and terms of agreement regarding your stay at our house. Please fill out all the Guest information on this page, carefully review the entire agreement, sign the final page, and send a copy with your original signature along with your first deposit.

Guest Information

Name: _____

Cell phone: _____ Work Tel: _____ Home Tel: _____

Street address: _____

City: _____ State: _____ Zip: _____ E-mail: _____

Employer: _____ Position: _____

Location: _____

Employer contact: _____ Tel: _____

E-Mail: _____

Names of all overnight guests: _____

General Terms and Conditions

The term of this rental is for _____ (nights) beginning at 4 p.m. on _____ (date) and ending at 11 a.m. on _____ (date). The rental amount is _____ (U.S. dollars), excluding taxes and fees, with a non-refundable deposit of fifty percent of the total rental amount. This Agreement is between Steve and Michele Heller ("Owner") and _____ ("Guest" who is the person responsible for compliance with the terms of this agreement) for rental of the residence located at 445 Paradise Road, Lopez Island, WA, 98261 ("Premises"). Make check payable to Steve and Michele Heller and mail to: Steve and Michele Heller, 445 Paradise Road, Lopez Island, WA 98261

The Guest's rental is for use of the Premises, which includes the main house, grounds east of the main lavender fields, pool and pool house during mutually agreed upon specified hours. Garden maintenance is included in the rental. Owner's caretakers, gardeners, cleaning staff and other authorized representatives will have access to the property during the rental period. While respecting the personal privacy of the Guest, the Owner's and their designated representatives, reserve the right to inspect the property at any time with reasonable notice (24 hours, except in emergencies). Staff will have access to Premises 30 minutes daily and three hours weekly at mutually agreed upon time. Occupancy is for _____ people.

Schedule of Payments by Guest to Owner

Category	Amount Due	Payment Due Date
Rental Rate		Upon return of contract
Non-Refundable Rental Deposit: 50% of total rental amount:		
Final payment of balance due:		
San Juan County Sales/Lodging Tax: 10.1%		
Security Deposit: \$1,000		
Cleaning Fee: \$300.00 per week		

Specific Terms and Conditions

Non-Refundable Rental Deposit

To secure rental dates, a deposit from the Guest to the Owner of 50% of the rental fee is due upon booking. No contract or reservation will exist until the Owner receives both a deposit and signed Rental Agreement. Bookings may be refused at the sole discretion of Owner without explanation.

Security Deposit

A security deposit of \$1,000 (One Thousand Dollars) is required, two weeks before the Guest's scheduled arrival date. This non-interest bearing security deposit covers the cost of any missing items, excessive cleaning costs, and/or damage to the property and its contents, inside and outside, excluding normal wear, during the Guest's stay.

Should damage exceed the amount of the security deposit, Guest agrees to be responsible for paying the additional amount. Judgment as to the condition of the property and its contents is at the sole discretion of the Owner, following a walk-through prior to occupancy with both Owner and Guest, noting defects, if any, for which Guest will not be responsible. Owner or Owner's representative will inspect the property after Guest's departure. Evidence of smoking will result in forfeiture of the full security deposit.

The amount of the security deposit, less any applicable claims, will be mailed to Guest by check within 30 (thirty) business days after the date of Guest's departure (all other days referred to in this Agreement are calendar days). However, Guest is responsible for any expenses / invoices incurred by Guest during the rental term of the Premises that are received due to Guest activity subsequent to the return of Guest deposit (such as long distance telephone charges).

Please contact the Owner or Owner's representative if you notice any conditions and/or damage immediately upon your arrival, if the timing of your arrival is such that a walk-through with the Owner or Owner's representative is not possible. In the absence of any notification it is assumed that the property was made available to the Guest in clean and proper condition.

Final Payment of the Balance

The balance of the total rental fee must be received no later than 30 (thirty) days prior to the arrival date. For bookings made within four weeks of arrival, the full cost of the Guest's stay will be due at the time of the booking. Taxes and cleaning fee will be included in the final payment of the balance.

Cancellation Policy

Cancellation and/or nonpayment according to the stated schedule will result in the loss of deposits. Cancellation of reservation at any time, for any reason, may mean that it is not possible to re-book the property. Therefore, pre-paid rents are not refundable. However, if the home does re-book for the same dates, same length of stay, at the same or greater rental rate, 90% of the pre-paid rental deposit is refundable within 30 days after the replacement booking has been paid in full. Damage deposit is fully refundable if the reservation is canceled prior to occupancy.

No refunds will be given for failure to stay for the full rental period except in cases where the property becomes uninhabitable for reasons that were not caused by the Guest and are beyond the capacity of the Owner or the Guest to resolve within a reasonable period of time (e.g. a natural disaster), in which case the refund shall be prorated to the occupancy time affected.

In the event of Guest cancellation, it is the obligation of the Guest to confirm Owner's receipt of notice of cancellation. If Owner receives the cancellation by e-mail, Owner will return e-mail to Guest confirming receipt. Cancellation must be in writing via regular mail, or by electronic mail (fax and phone messages will not be accepted as cancellation notices).

We strongly recommend Vacation/Travel Insurance in the event that cancellation is necessary due to such things as health problems or family emergencies. Although we sympathize with such unfortunate occurrences, if we are asked to change the reservation to a future date to accommodate the need to cancel within 30 days of the reserved dates, this will be considered a new reservation. Fees already paid for the canceled reservation will not apply to a new reservation for a future date.

_____ (guest initial and date to acknowledge understanding and consent to this condition of the contract)

Changing Rental Dates

Guest is welcome to request a change in rental dates no less than 90 (ninety) days before the scheduled arrival date: Owner will attempt to accommodate such a request. If a change in rental dates is requested less than 90 (ninety) days before the scheduled arrival date it is considered a cancellation and Guest deposit and any other monies paid will be subject to the cancellation conditions polices described in the section entitled "Cancellation Policy."

Cancellation by Owner

In the event that Owner must cancel the reservation, Guest will be notified at the earliest possible date. Owner will refund to Guest in full all monies paid to date. Owner will not be liable to Guest for any obligations or claims of any nature beyond the refund of monies paid to date.

Non-Payment of Balance Due

If Owner has received no notice of cancellation and the balance due of rental fee has not been received by Owner 30 (thirty) days prior to the scheduled arrival date; or if security deposit has not been made 14 (fourteen) days prior to arrival date, Owner is entitled to cancel the booking and retain the deposits made to date.

Number of Occupants

Only those people listed on page one of this Agreement may occupy the property. Guest is welcome to entertain friends or business associates at the property – with a limit of 6 visitors, more than 6 visitors to the property require additional permission of the Owner. Visitors are limited to day use, 8 a.m. – 11 p.m.

Holding Over

Guest agrees there shall be no holding over or late departure without prior approval. Any unauthorized holding over by Guest shall be subject to a charge of \$1,000 per day plus any additional damages incurred, including, but not limited to, the cost of alternative housing for guests displaced by occupants holding over.

Late checkouts may be charged up to \$500 per hour, at the Owner's sole discretion, due to the difficulty caused by the Owner's inability to prepare the house for the next guest.

Arrival and Departure Times

Check-in time is 4:00 p.m. or later unless another time is mutually agreed upon. Checkout time is no later than 11:00 a.m. unless another time is mutually agreed upon.

Utilities and Telephone

Utilities (electricity, gas, water, garbage and local telephone calls) are included in the rental fee. Non-collect incoming calls are allowed, but long distance calls are allowed only with Guest's calling card.

Personal Property and Injury

a. Owner Insurance: Guest or Guests' personal property, including vehicles, are not insured by Owner against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Owner does not insure against personal injury to Guest or visitors due to any reason other than the condition of the premises.

b. Indemnity and Hold Harmless: Guest agrees to indemnify, defend and hold harmless Owner and Owner's Representative(s) from all claims, disputes, litigation, judgments, costs and attorney fees resulting from loss, damage or injury to Guest, Guests' visitors or their personal property.

No Smoking

No smoking is allowed on the Premises. If smoking does occur on the Premises, (i) Guest is responsible for all damage caused by the smoking, including, but not limited to stains, burns, odors; and removal of debris; (ii) Guests and visitors may be required to leave the Premises or be removed from the Premises; (iii) Guest is in breach of this Agreement; and (iv) Guest forfeits full security deposit.

Gardens and Outdoor Areas

Please respect gardens and landscaped areas. Climbing on trees is not allowed. Use of all outdoor areas

is at the Guest's discretion and responsibility. Vehicles are to be driven only on driveways, and must be parked in the parking area provided, after loading/unloading at the main house.

Breakdown in Service and Equipment

The description of the amenities and features of the Premises are made in good faith. As with any property, utilities and/or equipment failures can occur. Owner will make every effort through a designated property manager or representative to solve any problems immediately; however, equipment failure, or interruption of water, power or other utilities will not result in refund or rate adjustment.

Internet Access

Wireless high-speed Internet access is available through the property at no charge. Owner agrees to provide secure wireless Internet access, however, Owner does not warrant Guest's ability to access the Internet on their personal computers.

Cleaning and Products

The home is furnished with a one-week supply of paper products and soap. Clean bed linens and towels will be provided, and the property will be professionally cleaned prior to Guest arrival. It is the Guest's responsibility to leave the property in the same condition as it was provided. Cleaning charges will be assessed against the security deposit if the house and overall property are not left in reasonable and clean condition (as described in Addendum 2 "House Policies") at the end of the rental period.

Privacy

Keys will be provided should Guest wish to lock the door to the main house, however, the pool and pool house shall be locked at the Owner's sole discretion, and all other outbuildings will remain unlocked.

Key Return

Guest agrees to return all keys at checkout.

Decorum

Please note that the rental property is located in an area of owner-occupied residences. Guest is responsible for ensuring that all in their party, and their visitors, behave in a manner that is appropriate, especially with respect to keeping peace and quiet on the property and in the neighborhood. Should the Guest or member of his/her party behave in such a manner as to draw attention to the rental property and/or its inhabitants, the Owner or Owner's representative reserves the right to require the person(s) to vacate the Premises immediately. In such cases, no refund of rental payment will be paid.

Acknowledgement of Terms

By signing this document, Guest acknowledges his and/or her understanding and acceptance of all the terms of this Agreement and the accuracy of the information contained therein. We, the Owners, have read the terms of this contract and agree to the conditions and terms of this rental and the fees stated.

X _____
Steve or Michele Heller (Owner) Date

X _____
(Guest) Date

Thank you for choosing the Bayhill Lavender Farm/Paradise Road Home for your visit. We are committed to providing quality, value and excellence. If you have questions please call us at 360-468-3618. We hope this property fulfills your dreams of a wonderful visit, offering beauty, tranquility, comfort and convenience.