

## SPLENDOR BY THE SEA RENTAL RULES, AGREEMENT & RELEASE OF LIABILITY

**ADDRESS:** 3905 NW Jetty Avenue, Lincoln City, OR 97367. **PHONE:** 541-557-1636

**CHECK-IN TIME** is AFTER 4 P.M. AND **CHECKOUT** is 11 A.M. No early Check-in or late checkout. Times are strictly enforced. Guest will be charged \$100 per half hour if guest has not checked out by 11 A.M.

**SMOKING IS PROHIBITED IN THE HOUSE** The garage is not considered outside. When smoking outside, please place remainder of cigarette in the provided outside container. Smoking inside will result in fine and or eviction.

**NO PETS ARE ALLOWED** Any evidence of a pet in the House or on the grounds will cause forfeiture of all rent paid, forfeiture of any deposit and immediate eviction of Guest's and visitors.

**DAMAGE/CLEANING DEPOSIT** A damage deposit of \$500 is required. This is due 30 days prior to your arrival with final payment. The deposit automatically converts to a damage deposit upon arrival. The deposit is not applied toward rent; however, it is fully refundable within (14) days of departure, provided the following provisions are met upon your departure. Guest is responsible and liable for damages in excess of damage deposit for any damage or loss by Guest or member of Guests party.

- ✓ No damage is done to home or its contents, beyond normal wear and tear.
- ✓ Please do not re-arrange the furniture, pool table, beds or tamper with the smoke detectors or wireless router.
- ✓ Please remove all food and drink from the refrigerator, freezer, cupboards and drawers.
- ✓ Please load dishwasher with dirty dishes and start cycle before departure.
- ✓ Please pull back comforters on all beds that were slept in. It is not necessary to "strip the bed".
- ✓ Please leave all sheets, blankets, pillow and shams in designated bedrooms.
- ✓ Please leave all soiled towels on bathroom floors.
- ✓ Please return all DVD/VCR tapes/GAMES to original location. Guest will be charged \$25 for each missing item.
- ✓ Please set thermostat to 55 degrees.
- ✓ Please raise blinds to the right of the front door, indication to our housekeeping staff of your departure.
- ✓ Please take all personal items with you. Splendor is not responsible for lost items, or items left behind. We will forward item/s at your request and cost.
- ✓ Please LOCK ALL DOORS and WINDOWS.
- ✓ Please RETURN KEY TO LOCKBOX. Guest will be charged \$125 for lost key.

**PAYMENT** An advance payment equal to 50% of total nights stay is required to hold your reservation. The remaining (50% of total nights stay, cleaning fee, tax and damage deposit) balance is due 30 days prior to your arrival. Personal checks made payable to Splendor by the Sea and mailed to 2440 SW Leonard St. Corvallis, OR. 97333. Once final payment has been received, your code to the front door lock box will be given to you.

**MAXIMUM OCCUPANCY** The maximum number of guests is limited to twelve (12) persons. An additional charge of \$25.00 per person per night for guests in addition to twelve (12) will be assessed. Splendor by the Sea is not to be used for weddings, receptions and parties. Guests and visitors will be removed from Property immediately without refund and forfeiture of any deposit. (See exception to agreement on last page.)

**WRITTEN EXCEPTIONS** Any exceptions to the above mentioned policies must be approved in writing in advance.

**PARKING** Lincoln City has a restriction on the number of cars parked at vacation rental homes in the city limits. We are permitted two (2) in garage and two (2) off-street. Restrictions also stipulate no boats, trailers or RV

parking. Please be aware that if you park elsewhere or violate parking regulations you are subject to being towed and park at your own risk.

**BEACH ACCESS** ADA beach access is located to the north in front of Chinook Winds Hotel. Stair beach access is to the south. Both are about 150 ft from front door of Splendor. Please respect our neighbor's private property to the North and South of rental property. Please do not allow any of your group to walk on their property. Due to erosion, we ask that you do not zigzag down the bank to get to beach.

**MAINTENANCE and ACCESS** Owner shall make every reasonable effort to keep the House, its systems and appliances in good working condition. However, despite these efforts, some items may fail from time to time. Appliances/fixtures/sinks/toilets are not guaranteed. Owner will repair faulty appliance/fixture/sink/toilet upon notice by Guest. No refunds will be issued due to failure. Owner, along with its agents are allowed access to the House and property upon 24 hour notice. Failure to allow repair can terminate rental agreement, eviction and forfeit all payments and damage deposit.

**CANCELLATIONS** If we can fill the time you have reserved, your deposit will be refunded. If all or part of the time is not re-booked, the **50%** advance payment will pay for the unused time; any difference would then be refunded. If final payment is not received **30 days** prior to your arrival, we reserve the right to cancel your reservation and open the dates for others to reserve. Cancellation or early departure does not warrant any refund of rent.

**NO DAILY HOUSEKEEPING SERVICE** Linens and bath towels are provided during your stay. Daily maid service is not included in the rental rate. However, it is available at an additional rate. We suggest you bring beach towels. We do not permit towels or linens to be taken from the House.

**STORM POLICY/ROAD CONDITIONS** Coastal storms can cause havoc. No refunds will be given for storms or power outages prior to your visit and/or during your stay. Owner assumes no responsibility for such un-foreseen weather conditions.

**ATTORNEY'S FEES.** If Owner consults legal and/or a professional collection service for collecting any amounts due to Splendor by the Sea under this agreement, Guest shall be responsible for all costs of litigation and/or collection in case of such, including actual attorney's fees.

**TRAVEL INSURANCE.** If you wish to purchase travel insurance, visit [www.insuremytrip.com](http://www.insuremytrip.com) for details and purchase information.

Splendor by the Sea is privately owned and operated. The owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise. Guest, along with all members of Guests party staying at Splendor by the Sea, agrees to comply with the Policies set forth in this agreement. Owner also reserves the right to terminate occupancy without refund should violations of the policies set forth in this agreement or occupancy limits occur.

**WAIVER and RELEASE of LIABILITY**

1. Owners of Splendor by the Sea, its officers, staff, agents or employees are not liable for loss, damage of property, injury to me or my guests during my stay on the premises.
2. I hereby release, wave, discharge and covenant not to sue the owners of Splendor by the Sea, its officers, staff, agents or employees for any liability, claim and or cause of action arising out of or related to any loss, damage or injury, including death that may be sustained by me or to any property belonging to me arising out of use of the house or property.
3. I understand that the Oregon beach can be dangerous. It is subject to unexpected "sneaker" waves, shifting driftwood, tidal surges, rip tides and stormy weather. I assume all risks associated with the beach and will not hold the owners of Splendor by the Sea, its officers, staff, agents and employees liable for any injury or death that occurs on the beach.
4. The release shall be effective whether the injury is caused by my negligence, the negligence of the owners of Splendor by the Sea, its officers, staff, agents, employees or the negligence of any third party.

I certify that I am at least 21 years of age and will be staying at (3905 NW Jetty Ave. Lincoln City, OR. 97367) with my group during my reservation. I agree that all rental monies are non-refundable per cancellation policy above. I have read my rights to purchase travel insurance. I have read and agree to the terms of this agreement; I have read and agree to the terms of the Waiver of Release of Liability.

**List of Vehicles and Plate #'s**

1.) \_\_\_\_\_ 2.) \_\_\_\_\_  
3.) \_\_\_\_\_ 4.) \_\_\_\_\_

By Signing Below, I agree to all terms and conditions of this agreement.

(Arrival Date) \_\_\_\_\_ (Departure Date) \_\_\_\_\_ (Total Nights) \_\_\_\_\_  
(Total Rent) \$ \_\_\_\_\_ (Reservation Deposit) 50% of total nights stayed (Remaining Balance) \_\_\_\_\_ (Damage Deposit) \$500  
(Number of Adults) 5 (Number of Children & Ages) \_\_\_\_\_  
(Print Name) \_\_\_\_\_  
(Address) \_\_\_\_\_  
(Driver's License # and DOB) \_\_\_\_\_  
(E-mail) \_\_\_\_\_ (Contact #'s) (C) \_\_\_\_\_ (H) \_\_\_\_\_  
(Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

Comment [GST1]: Includes: Rent, non-refundable \$250 cleaning fee, 10.5% taxes and \$250 refundable damage deposit.  
Comment [GST2]: 50% of total nights stay @ rate of \$  
Comment [GST3]: Due 30 days prior to your arrival.  
Comment [GST4]: Refundable within 14 days as per agreement.

Please return a signed copy of this page and your reservation payment check payable to: *Splendor by the Sea*

**Mailing Address:** (2440 SW Leonard St. Corvallis, OR. 97333) or fax signed agreement: 808-356-0587

**Owner Info:** Gena Snow Travis | (cell) 808-218-0755 | (msg) 808-373-2974 | [splendorbythesea@gmail.com](mailto:splendorbythesea@gmail.com)

Splendor by the Sea

