



Short Term Rental Agreement Howells Realty Group

This **Short Term Rental Agreement** is made by and between Howells Realty Group ("Agent") and _____ ("Guest") as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficient of which is acknowledged, the parties hereby agree as follows:

1. **Property:** The home you have rented is _____. Your reservation # is _____. The property is furnished and decorated and includes towels, linens, paper and soap supplies, gas BBQ and propane, washer and dryer, lawn furniture, etc.
2. **Rental Party:** The rental party shall consist of _____ adults and _____ children (or less).
3. **Maximum Occupancy:** The maximum number of guests is limited to _____ adults and children.
4. **Term of the Lease:** The lease begins at _____ p.m. on _____ (check-in date) and ends at _____ a.m. on _____ (Check-out date).
5. **Minimum Stay:** If a guest is unable to stay the entire minimum stay requirement as set forth in the original deposit request, he shall pay for the entire stay whether he occupies the premises or not.
6. **Rental Rules:** Guest agrees to abide by the Howells Realty Group Rental Policies attached as "Exhibit A" at all times while at the property and shall cause all members of the rental party and any Guest permitted on the property to abide by the following rules at all times while at the property.
 7. **Access:** Guest shall allow Agent access to the property for purposes of repair and inspection. Agent shall exercise this right of access in a reasonable manner.
8. **Cancellation Policy:** If Guest wishes to cancel his/her reservation, the deposit will be refunded as follows:
 - **Summer** (June 15 through Labor Day) rental cancellation requests:
 - Received **60 days or more** prior to arrival date will be issued a refund.
 - Received **less than 60 days** prior to arrival date will be issued a refund only if the property is re-rented.
 - **Off-Season/Shoulder Season** (day after Labor Day through June 15 rental ca. requests)
 - Received **14 days or more** prior to arrival date will be issued a refund.
 - Received **less than 14 days** prior to arrival date will be issued a refund only if the property is re-rented.
 - **Christmas/New Years Holiday** rental cancellation requests: (**Exception to OS & SS above**):
 - Received **30 Days or more** prior to arrival date will be issued a refund.
 - Received **less than 30 days** prior to arrival date will be issued a refund only if property is re-rented.

- All cancellation requests must be received in writing.
 - A \$75 administrative fee per week or partial week cancelled will be deducted from rental refunds.

9. **Insurance:** We encourage all renters to purchase travel insurance in case of illness or emergency.

10. **Security Deposits:**

- A security deposit, equal to one night's stay, is required for each reservation.
 - A valid Visa or Master Card is required to be on file until you depart and it is determined that the home is in good order.
 - If damages occur to the home or its contents, the entire amount of the security deposit will be charged to the credit card on file. Damages will include but are not limited to major breakage to the residence or its contents/the cost of moving furniture to its original location/restoring electronics to working order, including purchase of cords, wires or connections/carpet cleaning for excessive soil/excessive garbage removal/unauthorized late check-outs/extra cleaning charges.
 - If total charges for damages, including a \$25 administrative fee, are less than the security deposit, a check will be issued for the remainder. Any excess charges will be billed to the renter. If the credit card on file is declined, you will be billed for damages and will be charged a \$50 administrative fee.

11. **Payment:** Acceptable payment methods are personal check, money order, Visa or Master Card. Please complete the green card enclosed with credit card number, expiration date, address to which the card is billed, the exact name on the credit card, etc. and return it to us with this completed Agreement.

12. **Payment of Rental Fees/Taxes/Dog Fees/Security Deposits:** A copy of your deposit request is enclosed which lists the rental charge per night, applicable taxes, plus cleaning. Miscellaneous fees shall be listed in addition to the nightly rental charge.

Please note that you can authorize your final credit card payment to be charged on the due date and also verify that this is the card we will hold for your security deposit.

13. **Return of Hot Tub Releases and Dog Registration Forms:** If you have rented a vacation home with a hot tub that is available for the guests, the hot tub will not be available for your use unless a release has been returned to our office in advance of your arrival. If you are in a dog friendly home and you plan to bring your dog, a dog registration form must also be on file in our office in advance of your arrival.

By my signature below, I hereby give permission to charge my credit card for the amount on the enclosed card and I agree that all rental monies are subject to the above security and cancellation policies. I acknowledge that Howells Realty Group recommends that I purchase travel insurance in case of an unforeseen emergency.

The parties agree to the terms of this Short Term Rental Agreement (inclusive of Exhibit "A"), as evidenced by the signatures as set forth below.

Signature of Guest Responsible Party _____

Printed Name of Responsible Party _____

Best Contact Number for you _____

Dated _____

Property Lot # _____ Reservation # _____ (Rates and Fees Set Forth in Attached Billing)

Hot Tub Form Enclosed _____ Dog Registration Form Enclosed _____

Please return the required forms (if checked above), along with the completed and signed agreement in the enclosed self-addressed envelope. Please make a copy of the Agreement for your records and you may keep Exhibit "A" for your reference.

You will receive a confirmation packet (includes balance due, lockbox code, instructions) approximately 10 weeks before your arrival if you have a balance due. For those paid in advance, you will receive a packet 2-3 weeks before your arrival dates. Be sure to pay the remaining balance by the date on the confirmation letter and remember to place the packet in a safe place to bring with you to the Ranch.

Howells Realty Group Rental Policies

(Exhibit "A" to Short Term Rental Agreement)

CHECK IN:

❖ Check-in and Check Out Times

- Refer to your Rental Agreement for your specific check-in and check-out times
 - No exceptions will be granted in July and August.
 - Off-season, early check-ins or late departures must be arranged 24 hours in advance.
- No refunds for early departure.
- Unauthorized late checkouts will be charged for an additional night.

❖ Registering at the Welcome Center upon Arrival

- All guest vehicles must be registered at the Welcome Center prior to entering the Ranch.
 - Black Butte Ranch will charge you an Access registration fee of \$8/per person/per night.
 - You will need to provide your vehicle's license number.
- If arriving in separate cars, all members of your party should have a copy of our Access Registration form to present at registration. We suggest you also provide them with the rental home's lock box code in the event they arrive before you. Maps can be requested at registration.

❖ Check-in at your Home

- All guests must park their vehicles in the driveway. Parking on the roadway is prohibited by Black Butte Ranch.
- When you arrive at your rental home, you will find a helpful notebook which contains specific information regarding your home, i.e. wireless internet instructions, etc.
- We strive to ensure all our homes are clean and well maintained. If you find otherwise when you arrive, we ask that you call us immediately so we can make every effort to correct the problem. Refunds will not be granted if we were not made aware of the problem in a timely manner and given the opportunity to resolve it.

RENTAL HOME RULES:

❖ All Rental Properties are Designated Non-Smoking

- No smoking is allowed in any Howells Realty Group rental homes.
- Extra cleaning charges may apply if it is determined that smoking occurred in the rental home/condo upon your departure.
- If you must smoke, please do so with the utmost caution as fire danger during the summer months is extreme. Please dispose of butts safely and considerately.

❖ Overcrowding

- Each rental home has an established maximum number of over-night guests allowed in a given residence and that number is strictly enforced. Overcrowding will result in your being asked to leave and forfeiture of your rent.

❖ Pets

- Pets are **ONLY** permitted in designated dog friendly home homes.
- Your dog(s) must be registered with Howells Realty Group before arrival. Violation will void your rental agreement and result in eviction and forfeiture of your rent.
- A fee of \$20 per night is charged for each dog in pet friendly homes plus a \$5.00 registration fee.
- When appropriate, gratuities are appreciated, particularly in dog friendly homes that may require more care.

❖ Housekeeping

- Daily housekeeping service is **not** provided. Linens and bath towels are included in the home for your use. We don't permit towels or linens to be taken from the unit, so please bring your own pool towels. If you rent for multiple weeks, you will be given a housekeeping service each week seven days from the date you arrived and each seven days thereafter. Guests will not be charged for weekly cleans. If you wish additional housekeeping services, please call the office 48 hours in advance. Your account will be charged by the hour for services.

❖ Hot Tubs

- If you are renting a home with a hot tub, please be aware there are certain health risks. You must adhere to all the rules that provided to you and complete and return a hot tub release to Howells Realty Group before you are allowed access to the locked tub.

❖ **Phones and Movie Rentals**

- For long distance calls use a calling card, credit card, or reverse the charges. Unauthorized long distance calls or movie rentals charged to the owners' phone or cable account during your stay will be charged to you plus a \$25 administrative fee.

❖ **Garbage Pick-up**

- Garbage removal is provided upon departure. It is your responsibility to have the garbage in the cans and to take any excess garbage that doesn't fit in the cans provided to the solid waste disposal site located off McAllister Road west of the Ranch.
- If we have to provide additional garbage service, you will be charged a minimum of \$20.

❖ **Lost and Found/Stolen Items**

- The Howells Realty Group is not responsible for personal items left in the home after check-out. If you notice items missing, call our office and every effort will be made to return the items. Tenants are responsible for shipping and handling costs. Unclaimed items are donated 30 days after you depart.
- The Howells Realty Group is not responsible for stolen items. Use the same precautions at Black Butte Ranch as you would at your own home. Keep your residence and car doors locked and secured.

IMPORTANT POLICIES REGARDING YOUR RESERVATION:

❖ **Cancellations:**

- **Summer** (July and August) rental cancellation requests:
 - Received **60 days or more** prior to arrival date will be issued a refund.
 - Received **less than 60 days** prior to arrival date will be issued a refund only if the property is re-rented.
- **Off-Season** (September through June) rental cancellation requests:
 - Received **14 days or more** or more prior to arrival date will be issued a refund.
 - Received **less than 14 days** prior to arrival date will be issued a refund only if the property is re-rented.
- All cancellation requests must be received in writing.
- A \$75 administrative fee per week or partial week cancelled will be deducted from rental refunds.

❖ **Security Deposits:**

- A security deposit, equal to one night's stay, is required for each reservation.
- A valid Visa or Master Card is required to be on file until you depart and it is determined that the home is in good order, at which time your credit card number will be destroyed.
- If damages occur to the home or its contents, the entire amount of the security deposit will be charged to the credit card on file. Damages will include but are not limited to major breakage to the residence or its contents/the cost of moving furniture to its original location/restoring electronics to working order, including purchase of cords, wires or connections/carpet cleaning for excessive soil/excessive garbage removal/unauthorized late check-outs/extra cleaning charges.
- If total charges for damages, including a \$25 administrative fee, are less than the security deposit, a check will be issued for the remainder. Any excess charges will be billed to the renter.

❖ **Miscellaneous:**

- The rental units are privately owned. Guests assume the risk for any harm arising from their use of the premises or others whom they invite on the premises.
- **We want your stay to be enjoyable and stress free.** In the case of emergency circumstances beyond our control, guests will be placed in better or comparable accommodations and all possible arrangements will be made not to inconvenience you.

We are open 7 days a week 8:00 a.m. to 5:00 p.m.
(Extended hours July and August)
888-762-7763x2 or 541-549-5555x2 or Fax: 541-549-0502
pmanagement@blackbutte.com