



## **Terms and Conditions**

### INTRODUCTION

These Terms and Conditions (“TERMS”), together with the Guest Rental Agreement (“GRA”), set forth the basis for your reservation and use of the property described in the GRA (“PROPERTY”). If you have any questions regarding these TERMS, please contact Love Leavenworth LLC dba Love Leavenworth Vacation Rentals using the contact information in the GRA so that your questions or concerns may be promptly addressed and resolved.

### LIMITED LICENSE TO USE PROPERTY

Love Leavenworth LLC dba Love Leavenworth Vacation Rentals (the “AGENT”) is an independent property manager doing business near the City of Leavenworth, Washington. The PROPERTY is privately owned. The individual (the “GUEST”) reserving the PROPERTY acknowledges that he or she is a limited licensee of the owner of the property (the “OWNER”) and he or she is not acquiring any interest in the PROPERTY. GUEST specifically acknowledges that they are not a tenant of AGENT or OWNER and that their license to use the PROPERTY is exempt from the Washington Residential Landlord-Tenant Act pursuant to RCW 59.18.040.

### PERMITTED USES

GUEST shall use the PROPERTY only for overnight accommodations and related purposes. Overnight accommodations at the PROPERTY are permitted only for GUEST and those co-occupants of GUEST that do not exceed the maximum occupancy of the PROPERTY as set forth in the GRA. GUEST will use the PROPERTY for lawful purposes only and will comply with all local and state laws and the terms of the GRA. GUEST and any co-occupants shall not disturb or offend neighboring residents or engage in any disruptive activities or activities that constitute a public or private nuisance. In the event that AGENT determines GUEST is acting in a disruptive manner or the activities of GUEST constitute a nuisance, AGENT may terminate the limited license of GUEST and remove GUEST and any co-occupants from the PROPERTY without a refund. GUEST is responsible for compliance with these TERMS by GUEST and any co-occupants of GUEST.

## RESERVATION REQUIREMENTS

Reservations may only be made by persons who are 25 years of age or older unless it is specified differently in the PROPERTY RULES. Reservations are not guaranteed until receipt by AGENT of all the following items: (1) GRA signed by GUEST; (2) Terms and Conditions initialed by GUEST; (3) Payment of the required deposit amount; (4) AGENT utilizes the services of Online Travel Agents (“OTAs”) such as Airbnb or VRBO. When GUEST is reserving a PROPERTY using an OTA the payment and security deposit requirement terms listed by the OTAs will satisfy AGENT's payments and deposit requirements.

## REQUIRED DEPOSIT AMOUNT

Reservations booked through OTAs like Airbnb and VRBO will have the deposit requirements listed within said OTA's Terms And Conditions at the time of booking.

Reservations booked directly through AGENT more than thirty (30) days before the date of arrival, shall require a deposit amount equal to fifty percent (50%) of the total rental amount, including but not limited to a security deposit, cleaning fee, and applicable taxes. Reservations booked directly through AGENT fewer than thirty (30) days prior to the date of arrival must be paid in full at the time the reservation is made.

## PAYMENT

The required deposit amount is due upon booking. If a reservation was created using an OTA platform like Airbnb and VRBO, said OTAs Terms and Conditions will dictate the payment schedule.

If a reservation was created directly with AGENT, the remaining balance due must be paid in full at least thirty (30) days prior to check-in. GUEST authorizes AGENT to charge the remaining balance due to the credit card of GUEST on file on the date that is thirty (30) days prior to the date of arrival unless GUEST provides advance notice to AGENT of his or her intent to cancel the reservation. If for any reason payment in full is not received by AGENT at least thirty (30) days prior to the date of arrival, the reservation will be subject to cancellation without refund of the required deposit amount.

## CLEANING FEE

A cleaning fee shall apply to all reservations and be listed in the billing invoice provided to the Guest.

## TAXES AND FEES

Tax rates are calculated and added to the reservation according to the state sales tax, state and local accommodation taxes and fees, and local laws in force at the time of the reservation. ACCEPTED FORMS OF PAYMENT FOR DIRECT BOOKINGS WITH AGENT

AGENT accepts credit and debit card payments from Visa, Mastercard, American Express, and Discover. AGENT will accept payment by cash, Traveler's Check, Money Order, Cashier's Check, and personal check

provided such payment is received at least sixty (60) days prior to the date of arrival. If a check is dishonored or returned for any reason, AGENT shall assess to GUEST a \$30.00 returned check fee.

#### CANCELLATIONS

For reservations using Online Travel Agents (“OTA”) such as Airbnb and VRBO: The cancellation policy is posted on the OTAs website to view before booking and after booking. The cancellation policy posted by the OTA at the time of reservation is considered to be the policy in force for the duration of the reservation.

For direct reservations with AGENT: Should the need arise for GUEST to cancel reservation 14 days prior to arrival, regardless of the reason, GUEST will receive a full refund of the deposit minus a \$50.00 Cancellation Fee. All cancellations made within 14 days of the scheduled arrival date will not be eligible for a refund and Agent reserves the right to deny change requests of booking dates or property.

Love Leavenworth LLC offers Generali Travel Protection Insurance for your vacation investment. AGENT is not responsible for any weather, road closures, wildfires, smoke, air quality, or other Acts of God that interrupt or cancel a trip and there will be no refunds within 14 days of arrival. Travel Insurance is highly recommended.

#### GENERALI TRAVEL PROTECTION

Vacation Rental Insurance has been made available with your reservation. Vacation Rental Insurance provides coverage for prepaid, non-refundable expenses due to certain unforeseeable circumstances that may jeopardize your vacation investment and force you to incur unplanned expenses. We strongly recommend you purchase this valuable protection. Separate terms and conditions apply, read your Description of Coverage/Policy carefully and contact GENERALI at (866) 999-4018 with coverage questions.

#### AGENT or OWNER CANCELLATION

In the event that AGENT is unable to deliver PROPERTY to GUEST due to force majeure, structural or mechanical failure where the PROPERTY becomes unsuitable for overnight accommodation, OWNER cancellation, or any other reason whatsoever, AGENT reserves the right either to refund to GUEST all of monies received for a rental prior to the date of arrival or to substitute a reasonably comparable property. In case of relocation to another property, all other conditions of prior signed GRA remain eligible.

#### CHECK-IN/CHECK-OUT

GUEST acknowledges and understands that check-in is no earlier than 4:00 PM on the date of arrival, and check-out is no later than 11:00 AM on the date of departure. Any request for early check-in or late check-out must be delivered to AGENT within 24 hours before arrival time or departure time. Approval or

disapproval of a request for early check-in or late check-out shall be at the sole discretion of AGENT, and additional convenience fees may apply. If GUEST enters the PROPERTY before check-in or after check-out without prior approval of AGENT, the GUEST shall be charged a fee equal to an additional day's rental.

#### DAMAGES

GUEST is liable for any damage caused to the PROPERTY by any act or omission of GUEST or the co-occupants of GUEST. GUEST shall report to AGENT any damage that is caused to the PROPERTY. New damage reported as caused by GUEST or co-occupants will be repaired or replaced at the GUEST expense, by withholding security deposit funds, or with a claim on the Vacation Rental Damage Protection ("INSURANCE"). Unreported damage found immediately after guest departure will be investigated and if sufficient evidence of new damage exists GUEST will be required to reimburse AGENT for costs incurred to repair or replace damaged items.

#### VACATION RENTAL DAMAGE PROTECTION

GUESTs who book through Online Travel Agents like Airbnb and VRBO are required to meet the OTA's security deposit requirements and by doing so meet the AGENT's requirements.

If applicable, you may purchase a Vacation Rental Damage Protection ("INSURANCE") designed to cover unintentional damages to the rental unit interior that occur during your stay provided they are disclosed to management prior to check-out. If purchased, the policy will pay a maximum benefit of \$1,500. Any damages that exceed \$1,500 or are not covered under the plan will be charged to GUEST. If, during your stay at one of our rental properties, an insured person causes any damage to real or personal property of the unit as a result of inadvertent acts or omissions, the Insurer will reimburse the Insured for the cost of repair or replacement of such property up to a maximum benefit of \$1,500. Certain terms and conditions apply. Full details of the INSURANCE coverage are contained in the Description of Coverage or Insurance Policy. By submitting payment for this plan, you authorize and request Generali Travel Protection and Insurance Services to pay directly Love Leavenworth any amount payable under the terms and conditions of the INSURANCE.

If INSURANCE is not elected, a security deposit of \$1,500 will be required prior to occupancy.

#### SECURITY DEPOSIT

GUESTs who book through Online Travel Agents like Airbnb and VRBO are required to meet the OTA's security deposit requirements and by doing so meet the AGENT's requirements.

GUESTs booked directly with AGENT prior to the date of arrival, shall provide the Vacation Rental Damage Protection ("INSURANCE") or a security deposit of \$1,500. If a deposit is elected, it may be used by AGENT to repair any damage to the PROPERTY caused by GUEST or the co-occupants of GUEST to restore the PROPERTY to substantially the same condition it was in prior to GUEST's use of the PROPERTY. AGENT will provide a full or partial refund of the security deposit to GUEST within fourteen (14) days following the date of departure.

#### PROPERTY RULES

Each PROPERTY is unique and may have its own set of rules provided by the OWNER. Any such additional rules supplement these TERMS and are incorporated herein by reference as though fully set forth. Any such rules will be provided for review by GUEST prior to signing the GRA. GUEST can find PROPERTY RULES in the listing description.

#### RIGHT TO ENTRY BY AGENT FOR EMERGENCIES

GUEST agrees that AGENT and/or its contractors or employees may enter the premises whenever the AGENT deems it necessary to address any emergency and to protect the PROPERTY from damage.

#### MAINTENANCE

GUEST agrees to notify the AGENT as soon as a maintenance problem occurs. AGENT will reasonably address maintenance issues affecting the PROPERTY. Notwithstanding the foregoing, failure of the air conditioning system, failure of an appliance to operate properly, or other maintenance issues including, but not limited to, pest control and housekeeping, shall not constitute a material breach of the GRA and shall not entitle GUEST to a partial or full refund.

#### PETS/ANIMALS

Pets/animals are only allowed in homes listed as PET-FRIENDLY. Information about this can be found in the listing description and PROPERTY RULES. GUEST acknowledges that if an AGENT determines a pet/animal is present in NON-PET-FRIENDLY PROPERTY during GUEST's stay, a fine of \$500 will be charged to the GUEST.

The total number of pets/animals shall never exceed the maximum mentioned in PROPERTY RULES.

If GUEST brings pet/animal to NON-PET-FRIENDLY PROPERTY, and the AGENT determines pets/animals are present at the PROPERTY, AGENT may terminate the limited license of GUEST and remove GUEST and any co-occupants from the PROPERTY, without a refund.

#### PET/ANIMAL RULES

1. GUEST agrees to keep their pet/animal under control at all times.
2. GUEST agrees to promptly report any damage caused by a pet/animal.
3. GUEST agrees to pay any costs for damage done by a pet/animal that exceeds the policy limit or is not covered under the damage insurance policy.
4. GUEST agrees that their pet/animal is housebroken.
5. GUEST agrees that the pet/animal will not get on the furniture or bedding. There will be a \$100 additional fee if excessive pet/animal hairs are found on the furniture or bedding.

6. GUEST agrees to adhere to local ordinances, leash laws, and licensing requirements.
7. GUEST agrees to clean up after their pet/animal & dispose of their waste promptly.
8. GUEST agrees to keep pet/animal from being noisy or aggressive, and from causing any annoyance or discomfort to others. GUEST will remedy any complaints immediately.
9. AGENT and OWNER assume no responsibility for illness or injury that may incur to pets/animals or humans while on the premises.
10. "Vicious or Dangerous Dogs" trained for dog fighting or with any tendency or disposition to attack any dog, domestic animals, or humans without provocation, are not permitted at any time. Any dog with a recorded history of biting is strictly prohibited.

#### NO EVENTS

GUEST confirms that the use of the PROPERTY is solely for overnight accommodations. GUEST agrees NOT to use the PROPERTY for any type of party or group event including, but not limited to weddings, receptions, retreats, or meetings under any circumstances. The total number of people on the property shall not exceed the maximum capacity at any given time. If AGENT determines GUEST has breached this provision, AGENT may terminate the limited license of GUEST and remove GUEST and any co-occupants from the PROPERTY, without a refund.

#### NO SMOKING

Smoking is NOT permitted inside the PROPERTY at any time. If smoke is detected inside the PROPERTY, an additional cleaning fee of \$100 shall be charged to the GUEST.

#### WINTER CONDITIONS

GUEST acknowledges that reasonable efforts are taken to maintain guest safety. The PROPERTY is maintained during winter conditions after snow and storm events. Conditions can change rapidly both with weather and conditions on the ground. GUEST acknowledges that driveways, parking areas, and steps may be slippery and difficult to navigate during certain conditions. It is recommended to prepare for these conditions with items such as but not limited to; tire chains, proper winter footwear, boot chains, flashlight, etc.

#### POOLS/HOT TUBS

If the Property features a pool and/or hot tub, GUEST agrees that use of the pool and/or hot tub is at his or her own risk. GUEST agrees to follow all posted rules and regulations regarding use of the pool and/or hot tubs located on the PROPERTY.

#### INTERNET/CABLE

High-speed wireless Internet and cable television may be provided as a convenience only and is not a material term of the GRA. AGENT does not guarantee access to high-speed wireless Internet or cable television at the PROPERTY. No refund or discount shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences with regard to Internet service or cable service.

#### LOST ITEMS

AGENT is not responsible for any personal belongings of GUEST that may become lost, stolen, damaged, or left behind. If GUEST requests that AGENT retrieve a personal belonging left behind at the PROPERTY, a retrieval fee will apply regardless of whether the personal belonging is found. If found, the personal belonging will be returned to the GUEST at the expense of the GUEST. Any personal belongings left at the PROPERTY that remain unclaimed after 30 days shall be donated to a local charity.

#### VIOLATION OF RENTAL AGREEMENT

If GUEST or any co-occupant of GUEST violates any of these TERMS, AGENT may terminate this limited license of GUEST and enter PROPERTY. Upon such termination GUEST and any co-occupants shall immediately vacate the PROPERTY, without a refund.