



In consideration of the monies received and the mutual promises contained herein, Libby Rentals do hereby rent to above Renter the property described above, under the following **TERMS AND CONDITIONS.**

PAYMENT:

The Rental Agreement and a **non-refundable \$50 deposit** will hold the dates of your reservation. The balance of the rental amount is due 2 weeks before check-in (except payments by check must be made at least 30 days prior to check-in).

The deposit can be paid by:

- Credit card – Visa, Master Card and Discover accepted via VRBO website. A non-refundable service fee will apply.
- PayPal.
- Personal check - must be received at least 30 days prior to Designated Check-in Day. Returned checks will be assessed a \$50.00 fee.

**Let us know your preferred method of payment.**

The remaining balance is due AT LEAST 2 weeks prior to arrival. SORRY, NO PERSONAL OR COMPANY CHECKS ACCEPTED WITHIN 30 DAYS OF ARRIVAL BECAUSE WE ARE UNABLE TO VERIFY FUNDS.

CANCELLATIONS:

Receipt of initial payment and a signed contract will constitute a legal Rental Agreement. Any cancellations or changes thereafter will invoke the cancellation policy. In all cases, a written notice of cancellation must be given to receive any refund.

- Written notice of cancellation fifteen or more days prior to your Designated Check-in Day will result in a full refund of any monies paid, less the \$50 reservation deposit (plus VRBO service fee, if applicable).
- Written notice of cancellation less than fifteen days prior to your Designated Check-in Day will result in a full refund of monies paid; less the \$50 reservation deposit, ONLY IF Libby Rentals can re-rent the vacation home for the same time period at the same rental rate.

RESERVATION CONFLICTS:

Libby Rentals will use commercially reasonable efforts to avoid reservation conflicts. However, if through error or omission, the owner or other renters are occupying the rental property or the rental property is otherwise unavailable for any reason, Libby Rentals will attempt to locate alternative accommodations of similar quality when the error is discovered and offer such substitute accommodations to the Renter at the rate published for such accommodations. Renter, as his/her sole remedy, has the right to accept such substitute accommodations or cancel the reservation and receive a full refund. In no event will Renter be permitted to demand removal of those occupying the rental property.

REFUNDS/SUBSTITUTIONS:

No refunds or substitutions will be made for any reason, including, but not limited to noise, power outages, view, weather conditions, or inoperable amenities. Renter covenants and agrees to vacate upon an evacuation order or if Libby Rentals deems it in the best interest of the Renter to vacate.

CHECK-IN/CHECK-OUT:

Check-in time is 4:00 pm on the first day of your reservation ("Designated Check-in Day") so that the service staff has time to properly prepare the facilities for your enjoyment. Checkout time is 12:00 pm on the last day of your reservation. Renter must (1) bag and place all trash in available containers for pick-up, (2) remove any food from refrigerator, (3) leave rental "broom clean" (4) return all items to their original locations, (5) Leave keys on the kitchen counter (apt.) or lock box (house) and lock all windows and doors. You will be charged \$25.00 for each key that is not returned.

Earlier check-in or late checkout can be requested prior to your designated check-in day if the facilities are available for a \$40 fee. Early check-in time is 12:00 pm and late checkout time is 4:00 pm. Thank you in advance for your cooperation.

OCCUPANCY POLICY:

It is our policy to help maintain a family atmosphere for the enjoyment of guests and neighbors. Except as provided below, we rent only to families or responsible adults over the age of 25. Any use of our rentals for purposes other than family vacation MUST be stated at reservation time. Occasions such as weddings, receptions, and company gatherings are not allowed without prior permission. Prom groups, school or graduation groups, fraternities or sororities or youth groups are not allowed without adult supervision. All guests and their vehicles must be listed on the Guest Registration Form provided with this agreement. Renter's right to occupy the rental property cannot be assigned by Renter without the prior written consent of Libby Rentals.

All rental facilities state the maximum occupancy, which includes children over the age of 2. Over-occupied properties constitute a material breach of this agreement and subjects the Renter to immediate EVICTION-NO EXCEPTIONS-NO REFUNDS.

PET POLICY:

Pets are not permitted on the premises without prior permission. Well-behaved pets are welcome. Approved pets require a Pet Approval Application and a \$55 fee. Owners are responsible for the behavior of their pets and are **required to clean up after them. Pets may not be left unattended and must be on leash when outside.** The Pet Approval Application includes the number, type, size, and disclosure of past behavior issues for the pet. Libby Rentals reserves the right to reject any pet approval application without explanation.

SMOKING POLICY:

Smoking is NOT permitted in any Libby Rentals facility. Cigarette butts are not to be left on the grounds.

INTERNET SERVICE:

High speed internet is available. By using the internet you are agreeing to not use the internet for illegal activities.

TELEPHONE:

Telephone service is available in the house for local calls only. The apartment does not have a phone. Most cell phones receive a good signal in the area.

NEIGHBORHOOD CONSIDERATIONS: Quiet hours are between 10:00 p.m. and 5:00 a.m. every day of the week. The property is in a quiet neighborhood and that must be maintained during the quiet hours. Failure to comply after one warning may be cause for immediate EVICTION-NO EXCEPTIONS-NO REFUNDS. No parking on the street. There is adequate parking available on the property in front of and behind the dwelling.

MAINTENANCE/REPAIRS:

Renter shall report any malfunctions or problems with the rental property promptly to Libby Rentals. Maintenance is available 7 days a week to address problems that should arise during your stay. Renter gives Libby Rentals permission for authorized maintenance personnel to enter the rental property for any purpose connected with repair, care, or maintenance of the rental property.

PERSONAL PROPERTY:

Renter is responsible for removing all personal items from the rental property. Items left will be held for a period of two weeks. If not claimed, they will be donated to a charitable organization.

PROVIDED AMENITIES:

Standard beds will be made. Memory foam toppers and bedding are provided for sleeper sofas. Bath towels are provided. Paper products, soaps, and personal care items are provided in limited quantities. TV's, DVD players, recreational games, and other similar items are furnished as a courtesy by Libby Rentals and are not guaranteed. Refunds will not be given due to absence or breakdown.

GRILL:

Please leave grill clean after use.

DAMAGES; SECURITY DEPOSIT:

Renter shall be responsible for all damages to the rental property and its contents. All costs associated with repairs or replacement of the rental property or its contents shall be deducted from the security deposit. In the event the security deposit does not cover the cost of said repairs or replacements, renter shall pay such costs within 15 days after receipt of notice of such costs. Libby Rentals will return the security deposit to Renter within 30 days after the end of the Rental Period, after subtracting from the security deposit all amounts applied to cure any breach of this Agreement by Renter.

- If the facilities are left extremely dirty requiring cleaning above and beyond what is typical, a deduction will be made from the deposit to cover these costs.
- Please clean any fish that you catch outside for the consideration of future guests. There is a fish cleaning sink on the side of the garage. Dispose of the fish guts elsewhere.

INDEMNITY, LIABILITY AND RELEASE:

Renter agrees to indemnify and save harmless Libby Rentals for any liabilities, theft, damage, cost or expense whatsoever (including but not limited to attorneys' fees) arising from or related to any claim or litigation which may arise out of or in connection with Renter's use and occupancy of the Premises including but not limited to any claim or liability for personal injury, damage or theft of property or infringement of intellectual property rights (e.g., illegally downloading video, audio or text files via any internet service located at the Premises) which is caused, made, incurred or sustained by Renter. Libby Rentals are providing no warranty of any kind, except as otherwise expressly provided herein.

GENERAL PROVISIONS:

- a. This agreement constitutes the entire Agreement between Renter and Libby Rentals concerning the rental and occupancy of the rental property and supersedes and replaces any prior agreements between Renter and Libby Rentals, if any, whether written or oral concerning the rental and occupancy of the rental property. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Whenever in this agreement a reference is made to any of the parties hereto, such reference shall be deemed to include a reference to the successors and permitted assigns of such parties.
- b. If Libby Rentals or Renter is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
- c. Renter may not assign this agreement without the written consent of the Libby Rentals.
- d. All Renters executing this agreement are jointly and severally liable for the performance of all its terms. Each Renter executing this agreement certifies that he or she is over the age of 25. Any act or notice to, refund to, or signature of, any one or more of the Renters regarding any term of this agreement, its extension, its renewal, or its termination is binding on all Renters executing this agreement.
- e. Washington law governs the interpretation, validity, performance, and enforcement of this agreement.
- f. If a court finds any clause in this agreement invalid or unenforceable, the remainder of this agreement will not be affected and all other provisions of this agreement will remain valid and enforceable.
- g. When the context requires, singular nouns and pronouns include the plural.
- h. Notices between the parties must be in writing and are effective when sent to the receiving party's address or e-mail address specified in this agreement.
- i. All terms of this agreement, which by their nature extend beyond the termination of this agreement, shall survive the termination of this agreement.
- j. The completed Guest Registration Form and the Rental Policy Guidelines are incorporated herein by reference.

ERRORS AND OMMISIONS:

Every effort has been made to insure the accuracy of information pertaining to vacation rentals; however, it is not guaranteed. It is subject to errors, omissions, price changes, changes in rental contents and/or features, or withdrawal without notice. Please bring any discrepancies to our attention immediately.

In witness whereof, this agreement is executed by each party hereto.  
 Renter hereby acknowledges and accepts all terms as set forth in this agreement and the Rental Policy Guidelines attached. Renter acknowledges that failure to comply with any stipulations contained herein constitutes a material breach of this agreement on the behalf of the Renter and subjects the Renter to immediate eviction and penalties.  
 Renter hereby acknowledges that all of the information provided is complete and correct to the fullest extent of his/her knowledge. Willful failure to provide complete or correct information constitutes a material breach of this agreement on the behalf of the Renter and subjects the Renter to immediate eviction and penalties.

\_\_\_\_\_  
 Renter A Signature

\_\_\_\_\_  
 Renter B Signature

\_\_\_\_\_  
 Renter A Printed Name

\_\_\_\_\_  
 Renter B Printed Name

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

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

Please mail or e-mail to the following address:  
 Libby Rentals  
 C/O Darrel & Lynda Libby  
 13012 NE 68<sup>th</sup> Ave.  
 Vancouver, WA 98686  
 Phone: 360-903-4914  
[lyndalibby@comcast.net](mailto:lyndalibby@comcast.net)

**GUEST REGISTRATION FORM**

Please list all expected guests to the best of your ability:

- |           |       |              |
|-----------|-------|--------------|
| 01) _____ | Adult | Youth (2-18) |
| 02) _____ | Adult | Youth        |
| 03) _____ | Adult | Youth        |
| 04) _____ | Adult | Youth        |
| 05) _____ | Adult | Youth        |
| 06) _____ | Adult | Youth        |
| 07) _____ | Adult | Youth        |
| 08) _____ | Adult | Youth        |
| 09) _____ | Adult | Youth        |
| 10) _____ | Adult | Youth        |
| 11) _____ | Adult | Youth        |
| 12) _____ | Adult | Youth        |
| 13) _____ | Adult | Youth        |
| 14) _____ | Adult | Youth        |
| 15) _____ | Adult | Youth        |
| 16) _____ | Adult | Youth        |

**PET APPROVAL APPLICATION**

Pet Type: \_\_\_\_\_  
 Pet Breed: \_\_\_\_\_  
 Weight: \_\_\_\_\_

Please describe any previous behavior issues that may pose a danger to other guests at the facilities or damages thereto:

## Usage of High Speed Internet

1. The terms and conditions governing the use of Internet access follow. By using the services, you agree to and are bound by this agreement. **If you do not agree to the terms, you may not use the services.**
2. IMPORTANT! THE WIRELESS SYSTEM YOU ARE USING IS AN UNSECURED NETWORK. YOU SHOULD USE APPROPRIATE SECURITY MEASURES SUCH AS A VPN CONNECTION, PERSONAL FIREWALL, KEEP YOUR OPERATING SYSTEM UP-TO-DATE WITH SECURITY PATCHES, ETC.
3. User acknowledges and agrees that the Services are for personal use and agrees not to use the Services in a manner prohibited by any federal or state law or regulation. Transmission of any material in violation of federal or state law or regulation, including, but not limited to any copyrighted material, material protected by a trade secret or material or messages that are unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable in any manner or nature or that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation, is prohibited.
4. User acknowledges that there is content on the Internet or otherwise available through the Services which may be offensive, or which may not be in compliance with all local laws, regulations and other rules. We assume no responsibility for and exercises no control over the content contained on the Internet or is otherwise available through the Services. All content accessed or received by the User is used by User at his or her own risk, and we and our employees shall have no liability resulting from the access or use of such content by the User. Users who violate systems or network security may incur criminal or civil liability. We will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.
5. Users understand that there are certain security risks by utilizing wireless 802.11x networks. We are committed to maintaining a public network for ease of use and make no guarantees or representations regarding the security of our network. We recommend the use of personal firewall software and a VPN client to attach to private networks. As an option, we support routable IP addresses to all connection types to support a corporate VPN.
6. Users agree not to run any servers in conjunction with the Services, including but not limited to, electronic mail, NAT, DHCP and DNS servers. In the event any User attempts to utilize a server on the network, we may, at our sole discretion, increase the fees associated with the Services, or terminate the Services.
7. THE SERVICES PROVIDED BY US ARE PROVIDED "AS IS." WE MAKE NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR ANY WARRANTY REGARDING THE RELIABILITY OR SUITABILITY FOR A PARTICULAR PURPOSE OF ITS SERVICES. USER UNDERSTANDS AND ACKNOWLEDGES THAT WE EXERCISE NO CONTROL OVER THE NATURE, CONTENT OR RELIABILITY OF THE INFORMATION AND/OR DATA PASSING THROUGH OUR NETWORK. THE USER WILL NOT HOLD US OR ANY OF OUR AGENTS, CONTRACTORS OR REPRESENTATIVES RESPONSIBLE FOR ANY FORM OF DAMAGES OR

LOSSES (INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSSES) SUFFERED FROM, BUT NOT LIMITED TO ERRORS, DELAYS, LOSS OF INFORMATION, DELAYS IN THE INSTALLATION OR PROVISIONING PROCESS, OR INTERRUPTIONS IN THE SERVICES CAUSED BY THE USER, US OR A THIRD PARTY'S NEGLIGENCE, FAULT, MISCONDUCT OR FAILURE TO PERFORM. USER UNDERSTANDS THAT TELECOMMUNICATION AND/OR NETWORK ACCESS SERVICES MAY BE TEMPORARILY UNAVAILABLE FOR SCHEDULED OR UNSCHEDULED MAINTENANCE AND FOR OTHER REASONS WITHIN AND OUTSIDE OF THE DIRECT CONTROL OF US. UNDER NO CIRCUMSTANCES DO ANY SUCH ERRORS, DELAYS, INTERRUPTIONS IN SERVICES OR LOSS OF INFORMATION NULLIFY OR MODIFY THESE TERMS AND CONDITIONS. WE RESERVE THE RIGHT TO REFUSE OR TERMINATE SERVICES TO A USER AT ANY TIME WITHOUT CAUSE. THE INTERNET CONTAINS UNEDITED MATERIALS, WHICH MAY BE SEXUALLY EXPLICIT, OR MAY BE OFFENSIVE TO YOU OR OTHERS ACCESSING THE SERVICES. WE HAVE NO CONTROL OVER SUCH MATERIALS AND ACCEPT NO RESPONSIBILITY FOR SUCH MATERIALS.

8. User shall indemnify and hold us harmless against any and all claims, losses, damages and liabilities sustained by User resulting from, rising out of, or connected with any breach of, or non-fulfillment of any representation, warranty, covenant or agreement made by or other obligation of User contained in these Terms and Conditions.

By signing below, renter agrees to this policy regarding use of Wireless Internet.

\_\_\_\_\_  
Renter A Signature

\_\_\_\_\_  
Renter A Printed Name

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

\_\_\_\_\_  
Renter B Signature

\_\_\_\_\_  
Renter B Printed Name

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