

## VACATION HOUSE RENTAL AGREEMENT

THIS AGREEMENT, entered into in on \_\_\_\_\_, by and between Martin and Jolene Schmidt-Howard, Homeowner, and \_\_\_\_\_, Renter, whose principal residence is \_\_\_\_\_;

WITNESSETH: That for an in consideration of the payment of rents and the performance of the terms of Renter's covenants herein contained, Homeowner hereby rents to the Renter, and Renter rents from Homeowner, for the use for vacation purposes, those certain premises described as Vacation Home, located at in Tygh Valley, Oregon, for a term of \_\_\_\_\_ days/weeks (*specify which*), commencing \_\_\_\_\_ and ending \_\_\_\_\_ at a rental of \$\_\_\_\_\_ per day/week (*specify which*), paid in advance.

It is further mutually agreed between the parties as follows:

1. The premises shall be occupied by no more than eight (8) occupants.
2. Renter shall not violate any city or county ordinance or state or federal law in or about the premises.
3. Renter shall not sublet the premises, or any part thereof, or assign this agreement without Homeowner's written consent.
4. If Renter fails to comply with any other term or condition hereof, Homeowner at Homeowner's option and after proper written notice, may terminate this rental agreement.
5. Renter shall maintain the premises in a cleaned and sanitary condition at all times, and upon the termination of the tenancy shall surrender same to Homeowner in as good condition as when received, ordinary wear and tear and damage by the elements expected; a fee is herewith paid, no part of which is refundable, for cleaning the premises in the amount of \$\_\_\_\_\_.
6. To permit Homeowner at any and all reasonable time, upon 24 hours' notice to Renter, to enter and go upon the premises for the purpose of examining their condition, or to make such repairs and alterations as Homeowner shall deem necessary or to show the premises to prospective purchaser, mortgagees, tenants, workers or contractors, provided always that in case of emergency, Homeowner may enter the premises without notice.
7. There shall be working locks on all outside doors; Homeowner shall provide Renter with keys for the main door.
8. Homeowner shall supply electric wiring, plumbing facilities which produce hot and cold running water, safe drinking water, and adequate heating facilities.
9. Homeowner shall provide Renter with one or more working smoke alarms or smoke detectors and working batteries in conformance with applicable law at the time tenancy commences. Renter shall not remove or tamper with any such properly functioning device or remove working batteries from the same.
10. Renter agrees to assume all liability for and to hold Homeowner harmless from, all damages and all costs and fees in the defense thereof, caused by the negligence or willful act of Renter or Renter's invitees or guest, in or upon any part of the demised premises, and to be responsible for any damage or breakage to Renter's equipment, fixtures or appliances therein or thereon, not caused by Homeowner's misconduct or willful neglect.
11. Nothing herein shall be construed as waiving any of the rights provided by law of either party hereto.
12. In the event any suit or action is brought to enforce any provision of this agreement or to repossess the premises, reasonable attorney fees may be awarded by the trial court to the prevailing party in such suit or action, together with costs and necessary disbursements. On appeal, if any, similar reasonable attorney fees, costs and disbursements may be awarded by the appellate court to the party prevailing on such appeal.
13. Upon the end of the term set forth above, any personal property left in or on the premises by Renter will be considered abandoned, and Homeowners are under no responsibility to store or retain the abandoned personal property and may dispose or retain such property at their discretion.
14. The owner is: Martin and Jolene Schmidt-Howard, 10620 SW 62nd Drive, Portland, OR 97219.
15. Homeowner acknowledges receipt of \$\_\_\_\_\_ as a security deposit, of which Homeowner may claim all or part thereof reasonably necessary to remedy Renter's defaults in the performance of this agreement and to repair damage to the premises caused by Renter, not including ordinary wear and tear. To claim all or part of this deposit, Homeowner shall send to Renter at Renter's residence address, within thirty (30) days after the end of the rental term and deliver of possession of the premises to Homeowner, a written accounting which states specifically

the basis or bases of the claim, and the portion not so claimed shall be returned to Renter with the accounting. Homeowner may recover damages in excess of the security deposit to which Homeowner may be entitled. Homeowner also acknowledges receipt of the sum of \$\_\_\_\_\_ to ensure the return of all keys to the dwelling unit. This sum shall be refunded upon return of all such keys.

16. Pets are  allowed  not allowed. If allowed, "pets" consist of \_\_\_\_\_.  
Renter will be held responsible for all damage caused by pets and pay an additional nonrefundable fee of \_\_\_\_\_ prior to bringing a pet onto the premises.
17. Failure by the Homeowner at any time to require performance by the Renter of any provision hereof shall in no way affect Homeowner's right hereunder to enforce the same, nor shall any waiver by the Homeowner of any breach of any provision hereof be held to be a waiver of any succeeding breach of any provision, or as a waiver of the provision itself.
18. Additional provisions: \_\_\_\_\_  
\_\_\_\_\_

Renter FURTHER AGREES that Renter has read this agreement and all the stipulations contained in it.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate the day and year first above written. Renter acknowledges receipt of a copy of this agreement.

\_\_\_\_\_  
Homeowner

\_\_\_\_\_  
Renter